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March 23, 2026

VIA ELECTRONIC MAIL

William F. Hinkel, Executive Analyst
c/o Ruth Ann Burke, Clerk
Board of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

Re: Response to Merits of Appeal
Department Order #L-027625-0003 (Condition Compliance Approval)

Dear Mr. Hinkel:

On behalf of NECEC Transmission LLC, please find enclosed a Response to the Appeal of the Conservation Plan Condition Compliance Order.

Please let me know if you have any questions.

Sincerely,



Lisa A. Gilbreath

Enclosures
cc (via email): Appeal Service List (last revised 2/24/26)

STATE OF MAINE
BOARD OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF

NECEC TRANSMISSION LLC)
NEW ENGLAND CLEAN ENERGY CONNECT)
CONDITION COMPLIANCE)
Order #L-027625-003)

**NECEC TRANSMISSION LLC’S RESPONSE TO THE APPEAL OF THE
CONSERVATION PLAN CONDITION COMPLIANCE ORDER**

NECEC Transmission LLC (“NECEC LLC”) requests that the Board of Environmental Protection (“Board”) affirm the well-reasoned decision issued by the Department of Environmental Protection (“DEP”) regarding NECEC’s Conservation Plan (“Conservation Plan”). NECEC LLC’s condition compliance application – which includes its Conservation Plan, the Conservation Easement executed by the Bureau of Parks and Lands (“BPL”) and Weyerhaeuser Company (“Weyerhaeuser”),¹ and the Forest Management Plan developed by BPL and Weyerhaeuser² – satisfies the May 11, 2020 DEP Order (“DEP Order”) Condition 39 and the July 21, 2022 BEP Order (“BEP Order”) Condition 10 (collectively, the “Permit Orders”) regarding the New England Clean Energy Connect Project (the “Project”).

The appeal brought by the Natural Resources Council of Maine (“NRCM”), Maine Audubon, the Appalachian Mountain Club (“AMC”), and Trout Unlimited (“TU,” collectively “Appellants”) is replete with irony. It was these Project opponents who in the underlying

¹ New England Clean Energy Connect Segment 1 Conservation Easement (Somerset Country Registry of Deeds, Book 6355, Page 231); *see also* Exhibit D at Attachment 1.

² A. Cutko letter to DEP Re: Forest Management Plan (Oct. 8, 2025) (noting that “[b]ecause of BPL’s perpetual monitoring obligation, iterative review and discussion of FMP drafts is standard practice”); *see also* A. Cutko letter to DEP Re: Forest Management Plan (Oct. 27, 2025).

permitting proceeding – and in NRCM’s June 10, 2020 appeal to the Board,³ and in NRCM’s August 19, 2022 appeal to Superior Court⁴ – argued at length that the area the Project traverses is pristine greenfield that requires protection, an argument largely accepted by the DEP and the Board in issuing the unprecedented conservation required to compensate for and mitigate the impacts of the Project. In its appeal of the DEP Order, NRCM specifically requested that the Board “increase the amount of compensatory land conservation and require that the land conservation be near the impacted area.”⁵

They got what they wanted – conservation of thousands of acres in the vicinity of the Project’s Segment 1, to which the Board added 25% more acreage – but have proven time and again to be insatiable. Project opponents are now back before the Board and again demanding more acreage but ironically reversing course entirely and demanding that this acreage *not* be near the Project.⁶ This appeal boils down to nothing more than another demand for more and “better” land. But the quality and quantity of the conservation area has already been litigated before this Board. And neither demand has merit.

I. Background

On May 11, 2020, the DEP issued its Order authorizing construction of the Project. Condition #39 of the Order requires NECEC LLC to “develop and submit to the Department for review and approval a Conservation Plan, consistent with Section 7(D)(2)(a)(3), to permanently

³ NRCM Appeal of DEP Order (June 10, 2020) at 34; *see also* Exhibit C at 3, 52.

⁴ *Natural Resources Council of Maine v. Maine Board of Environmental Protection, et al.*, Docket No. AP-22-29; consolidated as *NextEra Energy Resources, LLC v. Maine Board of Environmental Protection, et al.*, Docket Nos. AP-2022-28, AP-2022-29, AP-2022-30; voluntarily dismissed on June 12, 2023.

⁵ NRCM Appeal of DEP Order (June 10, 2020) at 34.

⁶ *Id.*

conserve 40,000 acres in the vicinity of Segment 1 [of the Project].”⁷ The only land selection parameters that the DEP placed on this condition is that the Conservation Plan must:

- Establish as its primary goal the compensation for the fragmenting effect of the transmission line on habitat in the region of Segment 1 and the related edge effect by promoting habitat connectivity and conservation of mature forest areas; and
- Identify the area(s), with a focus on large habitat blocks, to be conserved and explain the conservation value of this land; any conservation area must be at least 5,000 acres unless the area is adjacent to existing conserved land or the applicant demonstrates that the conservation of any smaller block, based on its location and other characteristics, is uniquely appropriate to further the goals of the Conservation Plan.⁸

Appellant NRCM appealed Condition #39 on June 10, 2020.⁹ In its appeal, NRCM complained that the DEP Order “does not contain sufficient quantity or quality conservation lands.”¹⁰ Specifically, NRCM demanded that the Board “increase the amount of compensatory land conservation and require that the land conservation be near the impacted area and managed to improve forest health and mitigate climate impacts.”¹¹

These demands were briefed and argued before this Board, which in its July 21, 2022 Order revised the DEP’s Condition #39 to add 25% more acreage to the conservation requirement, increasing the lands to be conserved from 40,000 acres to 50,000 acres.¹² The Board also clarified, based on NRCM’s appeal, that “While...commercial timber operations are not expressly precluded, standard sustainable forestry operations commonly allowed in areas

⁷ Exhibit B at 113.

⁸ Exhibit B at 81. The Conservation Plan must also include a draft forest management plan, explain the legal interest that will be acquired, include preliminary consent from the holder, explain stewardship funding, and ensure the DEP has third party rights. The Conservation Plan includes each of these elements, which Appellants do not challenge.

⁹ Exhibit C at 3.

¹⁰ NRCM Appeal of DEP Order (June 10, 2020) at 26.

¹¹ *Id.* at 34.

¹² Exhibit C at 77.

subject to working forest easements would not be consistent with the primary goal of the Conservation Plan.”¹³

The Board did not place any other parameters on Condition #39, despite it being a specific point on appeal. At no point did the Board define “mature forest,” prescribe the area of land to be conserved, or establish any restraints on forestry practices on the conserved land. It did not do so because it did not need to do so. It analyzed appellants’ arguments, the robust 10,000+ page record before it, and concluded that “under the terms and conditions approved in this Board Order, wildlife lifecycles and wildlife habitat are adequately protected from adverse effects from the project, as required pursuant to Chapter 375, § 15.”¹⁴ In other words, the Board left to the Department’s expert staff the decision-making with regard to the bounds of compliance with Condition #39 and Condition #10.

Department Staff did precisely that. The DEP solicited and reviewed hundreds of public comments on the Conservation Plan, despite there being no provision in its Chapter 2 rules that allow for public comment on Condition Compliance Applications.¹⁵ Furthermore, despite setting a June 13, 2025 deadline for public comments, DEP continued to accept comments throughout the entire application processing period.¹⁶ The DEP even requested that NECEC LLC revise the definition of mature forest proposed by NECEC LLC, Weyerhaeuser, and BPL in

¹³ Exhibit C at 57.

¹⁴ *Id.*

¹⁵ NECEC LLC hereby renews the objections raised in its August 1, 2025, November 12, 2025, and November 14, 2025 filings regarding the Department’s consideration of comments on condition compliance applications. As the Board is aware, condition compliance applications “are not subject to the procedural requirements” of Chapter 2, including the Section 14 Public Comment on Applications provisions. DEP Regs. Ch. 2 §§ 2(B)(13)-(14). Despite this explicit exclusion of comments on condition compliance applications, the DEP accepted comments until the date of the Order under appeal. This was improper, and neither the DEP nor the Board is authorized to consider such comments.

¹⁶ August 5, 2025 DEP email (“The Department is currently accepting comments on these documents. Comments may be submitted at any time before the Department issues a licensing decision.”).

response to the comments of Appellants.¹⁷ Following months of public comments, comments from BPL, Maine Natural Areas Program (“MNAP”), and Maine Department of Inland Fisheries and Wildlife (“MDIFW”), and NECEC’s submission of the updated versions of the Conservation Plan, Conservation Easement, and Forest Management Plan in response to those comments, on November 4, 2025, DEP issued a draft order.¹⁸ On November 18, 2025, DEP issued its final order approving the Conservation Plan.¹⁹

As approved, the Conservation Plan goes above and beyond the requirements of Condition #39 and Condition #10. It permanently conserves 50,063 acres of land owned by Weyerhaeuser in Bradstreet Township, Johnson Mountain Township, Parlin Pond Township, and West Forks Plantation (the “Protected Property”). These acres link with existing conserved lands to create a contiguous block of nearly 450,000 acres of conserved land.²⁰ The Conservation Easement allows public access, limits plantations and gravel pits in perpetuity, and prohibits subdivision, none of which are required by the Permit Orders. The conserved area will be protected via a permanent conservation easement held by the BPL and will be managed to ensure 50% of the area is mature forest by 2065, and in perpetuity thereafter. These parameters, all

¹⁷ Oct. 3, 2025 DEP email, attached hereto as **Attachment 1**.

¹⁸ The DEP similarly invited public comment on its Draft Order. NECEC LLC accordingly renews the objection raised in its November 14, 2025 filing regarding Appellant NRCM’s November 12, 2025 comments on the Draft Order (Exhibit G). The exclusion of condition compliance applications from the Chapter 2 rules includes the Section 17(B) Comments on a Draft License Decision provisions. DEP Regs. Ch. 2 §§ 2(B)(13) and 17(B). Even if public comment on the Draft Order were allowed here, the Section 17(B) authority to comment is not an invitation for additional evidence, nor is it an invitation for disparaging comments concerning an applicant or a project generally. Instead, the comments on a draft license decision must be limited to the draft decision itself. DEP Regs. Ch. 2 § 17(B) (“The Department may revise the draft license decision after it has been made available for public comment.”). The DEP’s consideration of Exhibit G was improper, and neither the DEP nor the Board should consider this exhibit or any of its attachments.

¹⁹ Exhibit A.

²⁰ See Comments of The Nature Conservancy (“TNC”) and Conservation Law Foundation (“CLF”) (June 13, 2025) at 2.

clearly defined in the Conservation Plan, are absent from typical working forest conservation easements.²¹

Despite this clear win for Maine, Appellants now seek one final avenue to challenge the Department's years-long, heavily litigated,²² and always well-considered decisions, through the DEP's Condition Compliance approval. The Board should refuse Appellants' meritless last bite at the apple.

II. The Protected Property Has High Conservation Value

A. Appellants' Claim That the Conserved Area Is Inadequate Is Meritless (And Contrary to Their Prior Testimony)

At some point during the last four years, the area around Segment 1 transformed in Appellants' eyes from an ecologically significant area that deserved conservation to a heavily forested area with no conservation value. The Board should reject this duplicitous about-face.

In numerous filings over the course of the multi-year challenges to the Project, NRCM, AMC, and TU's witness described the area surrounding Segment 1 as "the largest area of relatively intact forest blocks due to the lack of permanent settlement, development and land

²¹ The Conservation Plan defines mature forest as "a forest stand consisting of a mix of native species with a minimum basal area of 80 square feet per acre of live trees at least 4.5 inches in diameter at breast height, including a minimum basal area of 60 square feet per acre of live trees at least 50 feet tall, accompanied by the presence of representative levels of well-distributed standing dead and downed trees." NECEC LLC developed and adjusted this definition in response to comments from both the public and state agencies. See Response of NECEC Transmission LLC to Public Comments on Condition Compliance Submission Regarding DEP Condition #39 and BEP Condition #10 (Aug. 1, 2025), attached hereto as **Attachment 2**; Attachment 1 (Oct. 3, 2025 DEP email); and NECEC LLC Condition Compliance Submission (Oct. 7, 2025). The Conservation Plan also sets one-hundred-foot no-harvest buffers around all perennial streams. Exhibit D at 16.

²² In addition to its June 10, 2020 appeal of the Board Order, appellant NRCM further appealed the Board's July 21, 2020 Order to Superior Court, a suit that it voluntarily dismissed June 12, 2023 (*Natural Resources Council of Maine v. Maine Board of Environmental Protection, et al.*, Docket No. AP-22-29). Appellants NRCM and AMC also appealed the Project's federal permits in extensive litigation that made its way all of the way up to the First Circuit but then similarly voluntarily dismissed that suit with prejudice on September 22, 2025 (Stipulation of Voluntary Dismissal, *Sierra Club et al. v. U.S. Army Corps of Engineers et al.*, Case No. 25-1524 (1st Cir.)). These are just two of the multitude of challenges NRCM has made to this Board, Superior Court, the Law Court, the United States District Court for the District of Maine, and the First Circuit. At no point has any Appellant succeeded in its meritless appeals of the Department's and other agencies permitting decisions. The instant appeal is similarly meritless.

conversion,” and testified that the Project would be a fragmenting feature “ bisecting the largest expanse of relatively undeveloped and intact natural forest in the eastern United States and one of the largest such areas in the Temperate Deciduous and Mixed Forest biome in the world.”²³

Rather than a heavily forested landscape, Appellants’ witness testified that “Even during leaf off snowcovered [*sic*] conditions, when harvesting would be most noticeable, harvest units exist as patches within a dominantly forested matrix. In addition, most harvest units retain some level of residual forest overstory.”²⁴ The Nature Conservancy (“TNC”) and the Conservation Law Foundation (“CLF”) agreed, explaining that the evidence “establish[es] that significant areas of mature forest and connected habitat exist within and adjacent to the proposed right-of-way.”²⁵

Based on this testimony, the Board has already concluded that the area around Segment 1 has high value:

The Board has reviewed the testimony and recognizes the uniqueness and significance of the western Maine region where much of the project would be located, including Segment 1. Much hearing testimony focused on the degree to which the Segment 1 area is part of a largely unfragmented forest block of more than 500,000 acres, which itself is part of an even larger area that is one of the world’s last remaining contiguous temperate broadleaf-mixed forests. The Board agrees with the testimony and the Commissioner’s finding that the western Maine region supports exceptional biodiversity, and is expected to be especially effective at maintaining biodiversity as the climate changes, and that these qualities make the area unique and important for wildlife.²⁶

It is precisely because of the conservation value of the area around Segment 1 that

Appellant NRCM demanded in its 2020 appeal that the Board “require that the land conservation

²³ D. Publicover (NRCM, AMC, TU) Pre-Filed Direct Testimony at 5, 21.

²⁴ *Id.* at 16.

²⁵ Intervenor Group 6 (TNC and CLF) Post-Hearing Brief and Proposed Findings of Fact at 9; *See also* Hearing Day 6 Transcript at 118:17-21 (Simons-Legaard) (testifying that the “assertion that the forest along Segment 1 right of way is predominantly immature either in a state of seedling or sapling is due to past timber harvest is inaccurate.”).

²⁶ Exhibit C at 52.

be near the impacted area and managed to improve forest health and mitigate climate impacts.”²⁷ Appellants got what they wanted and exactly what the DEP ordered – conservation of ecologically valuable land in the vicinity of Segment 1.

Backpedaling for the purposes of this appeal, Appellants now claim that the Conservation Plan fails to achieve its primary conservation goal because the Protected Property “is one of the most heavily harvested parts of Maine’s Unorganized Territories, containing very little ecologically mature forest.”²⁸ The DEP appropriately disregarded Appellants’ double-dealing, which Appellants also tried to pass in comments on the Conservation Plan. In their comments, they characterized the area as “one of the most heavily harvested areas of Maine’s working forest”²⁹ and supported the allegation that the CE “may not align with the immediate and high-quality habitat compensation needed to truly offset the project's impacts under the terms of the Orders.”³⁰ The DEP was not swayed, and determined NECEC LLC to be in compliance with the Permit Orders based on the record created by Appellants in the underlying proceeding.³¹

By Appellants’ own testimony of record before this Board, the Conservation Plan does indeed promote habitat connectivity and conservation of mature forest areas because the area adjacent to the Project contains significant areas of mature forest and connected habitat. That is

²⁷ NRCM Appeal of DEP Order (June 10, 2020) at 34. *See also Natural Resources Council of Maine v. Maine Board of Environmental Protection, et al.*, Docket No. AP-22-29, Petition for Review of Final Agency Action Pursuant to M.R. Civ. P. 80C at ¶¶ 11-12 (describing the area around Segment 1 as “unique and important wildlife habitat” that “supports exceptional biodiversity” and as “critical forest habitat”).

²⁸ Conservation Plan Appeal at 5; *see also id.* at 8-9.

²⁹ Exhibit E at 2.

³⁰ June 13, 2025 Comments of Sierra Club Maine Chapter at 2.

³¹ Based on record evidence submitted by Appellants NRCM, AMC, TU, as well as TNC and CLF, DEP concluded in the DEP Permit that the Project creates a new corridor through a forested area in western Maine with “exceptional biodiversity” that is “especially effective at maintaining biodiversity as the climate changes.” DEP further recognized that “[t]hese qualities make the area unique and important for wildlife,” and that that these qualities exist within “a mosaic of various aged forest, ranging from mature forest to recently harvested areas” that “changes over time as harvested areas mature and mature areas are harvested.” Exhibit B at 75.

why Condition #39 requires conservation of this land and that is precisely what the Conservation Easement achieves. The Board should similarly reject Appellants' disingenuous allegation that the Protected Property is of insufficient quality to meet the Permit Orders' terms.

B. The Easement Area Conserves Sufficient Mature Forest That Will Grow In Acreage Through Shifting Mosaic Operations

False as well are Appellants' complaints that the easement area does not conserve sufficient mature forest in a timely manner and that shifting mosaic operations are inconsistent with conservation. As an initial matter, Appellants' discussion of (and desire for) late-successional and old-growth forest stand prevalence is misleading because mature forest, while not consistently defined, is consistently considered a different development stage than late-successional or old-growth forest.³² Again, the distinction between mature forest and old growth forest is established by Appellants' own evidence.³³ Neither Condition #39 or Condition #10 include requirements regarding late-successional or old-growth forest.

Nor do those conditions prescribe numerical minimums for current mature forest cover.³⁴ Though Appellants claim that the conserved area is one of the most heavily harvested portions of the unorganized territories – contrary to their earlier testimony – the percentage of mature forests in the conserved area is not inconsistent with the percentage of mature forest around Segment

³² See Exhibit G at Appendix D (citing R. Bryan, 2007, *Focus Species Forestry – A Guide to Integrating Timber and Biodiversity Management in Maine* at 15 (identifying early successional, intermediate, mature, late-successional, old-growth stand development stages); see also Exhibit J at 2, n.1 (citing U.S. Forest Service and Bureau of Land Management (2024), *Mature and Old Growth Forests; Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management* at 5 (mature forests are delineated ecologically as the stage of forest development immediately before old growth); Hearing Day 6 Transcript at 123:8-14 (Simons-Legaard) (“Mature forest the way we usually define things like that in Maine and elsewhere is that mature forest usually starts at somewhere between 30 and 40 years old and ranges up to 100 years old, but once you get above 100 years old usually that’s what’s referred to in the northeast as old growth.”)).

³³ *Id.* See also Hearing Day 6 Transcript at 118:8-10 (Simons-Legaard) (TNC witness testifying that “little old growth forest remains in Northern Maine”).

³⁴ See Exhibit A at 10.

1.³⁵ It would be impossible for NECEC LLC to comply with the mandate to conserve land “in the vicinity of Segment 1” and achieve a substantially higher percentage of existing mature forest than exists in the vicinity of Segment 1. Nevertheless, Appellants would have the Board believe that there is minimal mature forest and habitat connectivity within the area today. What then is the purpose of conservation “in the vicinity of Segment 1”? Appellants’ arguments are illogical and not supported by record evidence.

For the same reason, Appellants’ criticism of “delayed mitigation” and “shifting mosaic” forestry future fails. As an initial matter, mitigation has not been delayed.³⁶ The moment the Conservation Plan took effect³⁷ it imposed strict regulatory controls on development that halts further fragmentation of the Protected Property and that goes above and beyond the compensation standard by enhancing this already valuable habitat.³⁸ Bare compensation would require conserving forests of at least equivalent quality to the forests fragmented by the Project. Here, the Conservation Plan conserves the forests through which the Project itself traverses but also requires a significant increase in the percentage of mature forest stands in that conserved area.³⁹ This is not delayed mitigation; it is enhanced mitigation.

At no point in the underlying proceedings did the Department mandate a certain type of forestry practices or exclude shifting mosaic forestry. Instead, BPL did exceptional baseline

³⁵ See Exhibit K Figure 4 (showing harvesting patterns in habitat blocks in and around conservation easement).

³⁶ As the Board has already recognized, “it is not uncommon for compensation to be required without identification of the area that will be conserved or improved.” Exhibit C at 57.

³⁷ The Condition Compliance Order under appeal required that the signed and recorded Conservation Easement be submitted to the Department “no later than 45 days from the [November 18, 2025] date of this order.” Exhibit A at 22, Condition #2. On November 21, NECEC LLC filed with the Department the executed and recorded New England Clean Energy Connect Segment 1 Conservation Easement (Somerset County Registry of Deeds, Book 6355, Page 231), with copy to the Service List.

³⁸ See Exhibit D-1 Attachment A (banning most development and limiting many other development activities including harvesting, gravel extraction, and building construction).

³⁹ See Exhibit D at 12.

research and set thresholds for taller trees and greater basal than is currently present. With this combination of threshold requirements, MDIFW took the position that “50 feet in height meets the minimum goals of mature forest, recognizing that over time, most of the acreage in mature forest on the Mitigation Parcel will exceed this minimum.”⁴⁰ How else are BPL and Weyerhaeuser to manage land “to improve forest health and mitigate climate impacts”,⁴¹ as NRCM requested, other than starting with a factual baseline and ensuring that the mature forest areas increase in measurable amounts over time? Appellants are shooting for the moon.

C. The Conservation Is More Protective Than Any Working Forest Conservation Easement in the Record

The Conservation Plan is categorically not “business as usual” commercial forestry.⁴² Indeed, the Conservation Plan, Conservation Easement, and Forest Management Plan impose protections far exceeding standard forestry practices by regulating harvesting to meet specific conservation objectives, a fundamental distinction Appellants ignore.⁴³

Importantly, the Conservation Easement is demonstrably more protective than any typical working forest conservation easement. No other working forest conservation easement in the record mandates the explicit and measurable mature forest milestones required here: 20% by 2035, 30% by 2045, 40% by 2055, and 50% by 2065.⁴⁴ In fact, most working forest

⁴⁰ Exhibit I at 2.

⁴¹ NRCM Appeal of DEP Order (June 10, 2020) at 34.

⁴² In their argument to the DEP for more protective provisions, Appellants pointed to provisions in “ecological preserves” rather than conservation easements. Exhibit A at 19. As the DEP appropriately concluded, the “Orders do not require the Conservation Plan to include ecological reserves; instead, the Orders only preclude ‘standard sustainable forestry operations’ . . .” *Id.*

⁴³ Exhibit D-1 Attachment A (regulating harvesting, and other commercial activity including subdivision and surface alterations of easement area to meet conservation purposes).

⁴⁴ Compare Exhibit D-1 Attachment A at 9 with *infra* n.45.

conservation easements impose no forest composition requirements whatsoever.⁴⁵ The only comparable easement term, found in the Kennebago Headwaters Conservation Easement, requires 60% late-successional forest in only about one-third of the conserved area by year 2125, a significantly less onerous requirement than the Conservation Easement’s milestone requirements.⁴⁶ The Conservation Easement also mandates 100-foot no-harvest riparian buffers, a restriction not included in the Kennebago Headwaters conservation easement.⁴⁷ These combined protections are unmatched by any other working forest conservation easement in the record. The Conservation Plan therefore meets the Board’s concerns regarding typical working forest conservation easements and mandates protections unheard of in Western Maine.

D. The Conservation Plan Conserves Wildlife Travel Corridors

Appellants ignore the various ways the Conservation Plan provides corridors for wildlife, through riparian no-cut zones, buffer zones, and mature forests milestones. Their argument that the Conservation Plan does not provide “wildlife travel corridors along riparian areas and between mature forest habitat”⁴⁸ is premised on the false notion that the Protected Property has no conservation value. But the record has already established that “significant areas of mature forest and connected habitat exist within and adjacent to the proposed right-of-way.”⁴⁹ This is with past management of the area in a shifting mosaic. It is irrational to argue that a more

⁴⁵ See Exhibit A at 19-20 (noting that the Moosehead Region Conservation Easement allows “any forest management operations that comply with applicable laws”); see also Exhibit D at 3, 11, 14, (citing Attean Pond Conservation Easement, which contains no quantitative forest compensation restrictions on harvesting); Exhibit G at Appendix C at 2 (citing Scammon Ridge Conservation Easement, which contains no quantitative forest compensation restrictions on harvesting); and Exhibit G at Appendix C at 2, (citing South Branch Forest Conservation Easement, which sets requirements that a minimum of 75% of conservation easement is conserved as forestland and is not converted to non-forest uses).

⁴⁶ Exhibit G at Appendix E, Kennebago Headwaters Multi-Resource Management Plan at 10.

⁴⁷ *Id.* (including no harvesting restrictions in the riparian buffer).

⁴⁸ Exhibit B at 81; Conservation Plan Appeal at 11.

⁴⁹ Intervenor Group 6 (TNC and CLF) Post-Hearing Brief and Proposed Findings of Fact at 9.

restrictive forestry operation, still in a shifting mosaic but that increases habitat, will fail “to provide blocks of habitat for species preferring mature forest habitat and wildlife travel corridors along riparian areas and between mature forest habitat.”⁵⁰ Existing blocks and corridors will only increase – and have already increased given the no-cut and riparian buffers – as the Protected Property is managed according to the terms of BPL’s and Weyerhaeuser’s Forest Management Plan. The DEP reasonably concluded that the Conservation Plan provided sufficient wildlife travel corridors between mature forest habitat.⁵¹

III. The Conservation Plan’s Definition of Mature Forest Is Appropriate

Much of Appellants’ complaint lies in the definition of “mature forest,” which they seek to define as forest that has “develop[ed] over the course of 100 years or longer and contain unique habitat features such as three layers of vegetation composed of trees varying in age and size, dominant trees with DBH values above 12-16 inches, large-downed logs, large standing dead trees, pit-and-mound microtopography, and a well-developed leaf litter layer.”⁵² Such definition is, again, contrary to the very record they helped develop.

A. The Definition of “Mature Forest” Was Tailored To Permit Conditions

John Hagan, a forest ecologist whom Appellants cite extensively to support their proposed mature forest definition, explained that “the definition of . . . mature forest can vary greatly even among forest ecologists.”⁵³ The Appellant’s proposed definition for mature forest, when compared with their, TNC’s, and CLF’s prior record statements, itself belies this point.

⁵⁰ Exhibit B at 81.

⁵¹ Exhibit A at 14-15.

⁵² Conservation Plan Appeal at 12.

⁵³ Exhibit E at 2, n.2 (citing Hagan, J., Shamgochian, B., Taylor, M., and Reed, M., 2024, *Using LiDAR to Map, Quantify, and Conserve Late-successional Forest in Maine*, Our Climate Common Report, Georgetown, Maine at 14); *see also* Exhibit J at 2, n.1 (citing U.S. Forest Service and Bureau of Land Management (2024), *Mature and Old Growth Forests: Definition, Identification and Initial Inventory on Lands Managed by the Forest Service and*

Appellants' witness Dr. Publicover defined mature forests as follows:

[The] rule of thumb that I recall in talking about some of the early sustainable management discussions was forests reach sort of maturity, you know, with the minimum level of when you start talking about mature forests is 40 feet or 40 years . . . If you're talking about, again soft wood trees growing up to a height of 35 feet, you know, unless you're doing, you know, spacing control and giving, you know, pre-commercial things giving them room to grow, again, I think you're probably talking 30 years thereabouts.⁵⁴

And NRCM further explained:

Maintenance of a minimum basal area of 80 square feet per acre is at least as important as the minimum 30 foot height requirement because a regenerating stand with only a few scattered taller trees will not mitigate fragmentation.⁵⁵

TNC and CLF agreed, defining "mature forest" as "trees at least 30-feet tall"⁵⁶ and their witnesses established that mature forest is reached when trees reach 30-40 feet after about 30-40 years:

[T]o allow vegetation up over 30 feet under the wires and in conjunction with tapering the wildlife traveling corridors you could wind up with, you know, significant mature forests under the wires.⁵⁷

Mature forest the way we usually define things like that in Maine and elsewhere is that mature forest usually starts at somewhere between 30 and 40 years old and ranges up to 100 years old, but once you get above 100 years old usually that's what's referred to in the northeast as old growth.⁵⁸

Bureau of Land Management at 5 ("[t]he terms 'old growth' and 'mature forest' have not been consistently defined.").

⁵⁴ Hearing Day 4 Transcript at 1416:10-22 (Publicover).

⁵⁵ NRCM Appeal of DEP Permit (June 10, 2020) at 23-24.

⁵⁶ R. Wood (CLF and TNC) Supplemental Testimony at 1; *see also* Intervenor Group 6 (TNC and CLF) Post-Hearing Brief and Proposed Findings of Fact at 21.

⁵⁷ Hearing Day 6 Transcript at 137:13-16 (Wood).

⁵⁸ *Id.* at 123:8-14 (Simons-Legaard).

In fact, TNC and CLF's witness stated that mature forest includes what Maine Audubon defines as "intermediate" forest.⁵⁹ Based on this expert testimony, NRCM in its appeal of the DEP

Order requested that the NECEC incorporate the following requirements:

- a) the trees be at least 30 feet tall (preferably greater than 40 feet tall);
- b) a minimum basal area of 80 ft²/acre;
- c) a minimum of 30% canopy closure in all seasons; and
- d) frequent snags (dead trees).⁶⁰

These metrics are not "simplistic," as Appellants claim, they are measurable.⁶¹ And it is measurable metrics that the DEP and BPL will be able to enforce. Again, NRCM got what it wanted but nevertheless here demands a higher standard.

Finally, Appellants' focus on the pine marten is a red herring. The Conservation Plan does not "tailor" its definition of mature forest to the preference of a single species, but rather appropriately uses that species as a proxy for determining the thresholds required for mature forest. This proxy is well established in the record, where, again, it was Appellants' witness who testified that pine marten habitat is an exemplary standard for mature forest:

[F]irst I think it's important to remember that when we talk about marten we're not just talking about one species. Marten is one of the two primary umbrella species in the north Maine woods as determined by extensive research at the University of Maine and **it is the umbrella species for mature forest habitat.**⁶²

The Board itself has already recognized the extensive evidence on the benefit of 30-40 foot trees to a wide range of wildlife:

One species in particular that was discussed during the hearing is pine marten. While pine marten is not listed as threatened or endangered, which would warrant heightened

⁵⁹ *Id.* at 124:20-23 (Simons-Legaard).

⁶⁰ NRCM Appeal of DEP Permit (June 10, 2020) at 23 (citing Supplemental Testimony of Group 6 witness Dr. Simons-Legaard at 1).

⁶¹ The Board itself noted that "the required 35-foot minimum height is not significantly different than the average vegetation height of 40 feet that is assumed throughout this forested region of Maine when evaluating visual impacts and screening provided by the forest." Exhibit C at 50.

⁶² Hearing Day 4 Transcript at 1437:3-8 (emphasis added) (Publicover).

regulatory protection of its habitat, testimony from Simmons-Legaard established that pine marten can be considered an “umbrella species,” meaning that planning for pine marten often serves the purpose of planning for a wide range of other wildlife. The value to other interior forest species of taller vegetation, at least 30- to 40-feet tall, closed canopies, and unfragmented habitat blocks was testified to by witnesses such as Hunter, Publicover, and Simmons-Legaard.⁶³

What’s more, TNC and CLF’s witness Dr. Simons-Legaard testified that “[f]orest age in particular is actually not a great predictor for marten habitat” but measurements of height and basal area are.⁶⁴ NRCM got its requested mature forest metrics suitable for pine marten, “the umbrella species for mature forest habitat.”⁶⁵ Additional time and paper need not be wasted on Appellants’ “flawed definition” argument.⁶⁶

Maine’s expert environmental agencies recognized the unique circumstances here and crafted a mature forest definition that exceeds the habitat needs of the umbrella species pine marten. With the groundwork of expert testimony in the record setting a mature forest baseline,⁶⁷ those agencies ultimately determined that a far greater minimum tree height, and a

⁶³ Exhibit C at 53.

⁶⁴ Hearing Day 6 Transcript at 118:13-17 (Simons-Legaard).

⁶⁵ Hearing Day 4 Transcript at 1437 (Publicover).

⁶⁶ A mere word search through the record of the term “umbrella species” demonstrates that the record is replete with evidence that pine marten habitat is an appropriate proxy for mature forest. *See, e.g.*, Intervenor Group 6 (TNC and CLF) Post-Hearing Brief and Proposed Findings of Fact at 10 (citing M. Hunter Pre-Filed Direct Testimony (TNC and CLF) at 7 and Simmons-Legaard (TNC and CLF) Pre-filed Supplemental Testimony at 1); J. McMahon (Friends of Boundary Mountains, Maine Wilderness Guides, Old Canada Road) Pre-Filed Testimony, Exhibit 4 at 10-11, 41-42; Hearing Day 6 Transcript at 120:16-25 (Simons-Legaard); D. Publicover (NRCM, AMC, TU) Rebuttal Testimony at 4; R. Wood, A. Cutko, B. Emerson (TNC and CLF) Pre-Filed Direct Testimony at 4-5; Hearing Day 6 Transcript at 144:15-23 (Wood); Hearing Day 3 Transcript at 1076:14-17 (Merchant); Intervenor Groups 2 and 10 Post-Hearing Brief and Proposed Findings of Fact. Appendix A at 5 (citing Hearing Day 1 Transcript at 159:17-160:2 (Goodwin/Mirabile)).

⁶⁷ D. Publicover (NRCM, AMC, TU) Pre-Filed Supplemental Testimony at 4-5; Dr. Simons-Legaard (TNC and CLF) Pre-Filed Supplemental Testimony at 1; TNC Pre-Filed Supplemental Testimony at 1; TNC and CLF Post-Hearing Brief at 5; Exhibit B at 78.

minimum basal area to which only trees equal to or greater than 50 feet tall can contribute,⁶⁸ are appropriate thresholds for a mature forest and habitat connectivity here.⁶⁹

Notably, the Conservation Plan establishes these thresholds as minimums. For any stand to qualify as “mature forest” it must have at least 60 square feet of basal area of 50 foot tall or taller trees, and only trees equal to or greater than 50 feet tall can contribute to the basal area required to meet the mature definition.⁷⁰ In other words, accounting for vegetation within a stand that is not 50 feet results in much more than 60 square feet basal area total. Stands designated here as mature typically exhibit a higher total basal area—often exceeding 130 to 150 square feet for trees taller than 35 feet—reflecting their even-aged structure. In fact, the average total basal area of mature forest stands within the Protected Property surpasses 130 square feet when including trees over 35 feet tall. This significantly exceeds the 60 square foot threshold, is projected to increase over time across the Protected Property as more stands reach the mature forest milestone targets by 2065, and is sufficient to support the umbrella species pine marten.⁷¹

Ultimately, no universal definition exists for mature forests because mature forest characteristics depend on numerous factors including geographic location, climate, site

⁶⁸ Exhibit D-2 at 12, 15-18.

⁶⁹ The MDEP concluded, “Publicover testified ‘vegetation in the range of 30 to 40 feet would meet minimum height and density requirements for marten.’ Simons-Legaard offered similar testimony regarding pine marten habitat and this umbrella species’ preference for habitat with trees at least 30 feet tall.” Exhibit B at 78; *see also* D. Publicover (NRCM, AMC, TU) Pre-Filed Supplemental Testimony at 4-5; Dr. Simons-Legaard (TNC and CLF) Pre-Filed Supplemental Testimony at 1; TNC Pre-Filed Supplemental Testimony at 1; TNC and CLF Post-Hearing Brief at 5.

⁷⁰ Exhibit D-2 at 12, 15-18.

⁷¹ *See* TNC Pre-Filed Supplemental Testimony (Simon-Legaard) at 1 (defining “mature forest” as “trees at least 30-foot high”); *see also*, TNC and CLF Post-Hearing Brief and Proposed Findings of Fact at 5 (emphasis added):

Group 6 witness Dr. Erin Simons-Legaard testified that pine marten are considered an “umbrella species” in the affected region—i.e., planning for pine marten habitat often serves the purpose of planning for a wide range of other wildlife—and that optimal habitat for pine marten consists of mature forest greater than 370 acres in area, with a minimum basal area of 80 ft²/acre, trees at least 30 feet tall (preferably >40 feet tall), and at least 30% canopy closure in all seasons. *See* Pre-Filed Supplemental Testimony (Simons-Legaard) at 1.

productivity, and characteristic disturbance regimes such as invasive species and fires.⁷² With regard to the Project, all parties, including Appellants, agreed to use the habitat of pine marten as a proxy for mature forest. Carefully considering this and other factors unique to the NECEC Project, the DEP set a mature forest standard that BPL agreed meets the Permit Orders' conditions.⁷³ This standard, which Appellants would replace with one of their own choosing, achieves mature forest with taller trees and greater basal area than is required to provide "optimal habitat" for pine marten and a wide range of other wildlife.

IV. Appellants' Proposed Exclusion of Certain Blocks and Demand for Additional Acreage Are Meritless

Finally, Appellants criticize habitat what they label as blocks E3 and E4 as not meeting the qualifying terms of the Permit Orders and argue they should be excluded from the calculation of total conserved acres. So too do Appellants criticize including acreage adjacent to the Project in that calculation.⁷⁴ Appellants' preference would be to have the Protected Property located outside of the vicinity of Segment 1 lest Segment 1 fragment the area to be conserved into a non-contiguous block. That is not what DEP and BEP ordered.

⁷² Exhibit J at 2, n.1 (citing U.S. Forest Service and Bureau of Land Management, 2024. *Mature and Old Growth Forests: Definition, Identification and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management* at 6 and 16 ("[m]ature forests vary widely in character with age, geographic location, climate, site productivity, and characteristic disturbance regime").

⁷³ Attachment 1 (Oct. 3, 2025 DEP email); *see also* A. Cutko Letter to DEP Re: Forest Management Plan (Oct. 27, 2025) and Exhibit I at 2 ("It is MDIFW's position that 50 feet in height meets the minimum goals of mature forest, recognizing that over time, most of the acreage in mature forest on the Mitigation Parcel will exceed this minimum.").

⁷⁴ Appellants do not pursue this argument, noted in the Background section of their Conservation Plan Appeal (at 4), but we nevertheless briefly address it here. Exclusion of the acreage immediately adjacent to the Project corridor would be illogical and contrary to the record evidence for the two reasons described in depth in our Response to public comments that raised this issue: (1) not including that area would leave the strips of land bordering the Project corridor entirely unprotected, which would limit the effectiveness of the mitigation ordered by the DEP; and (2) the degradation in conservation value of lands impacted by edge effect is greatly overstated because DEP's mitigation softens the "hard edge" of the corridor. Attachment 2 at 6-8 (Aug. 1, 2025 NECEC LLC filing).

Appellants misconstrue the “adjacent to existing conserved land exception.” They read into the Permit Orders a non-existent constraint that any fragmenting feature cuts a block into two separate conservation areas. According to their logic, because the NECEC Project traverses what Appellants labeled as block E1, that conservation area is bifurcated into blocks E1 and E3. Appellants similarly bifurcate E2 into conservation areas E2 and E4. Nowhere in the Permit Orders is there a statement that where there is a fragmenting feature, such as Route 201, the Project, or the E-W transmission line, there can be no contiguous conservation area. Such outcome would be illogical, as the Permit Orders require conservation “in the vicinity of Segment 1,”⁷⁵ which contains already existing fragmenting features. But by Appellants’ logic, the conserved area would have to be far away from the Project, contrary to the intent of the Department.⁷⁶

Remarkably, the very blocks that Appellants seek to exclude include areas in TNC’s identified “priority areas for habitat connectivity”,⁷⁷ the DEP’s Wildlife Areas,⁷⁸ and priority riparian areas identified by NRCM’s own witness.⁷⁹ By seeking to exclude them, Appellants are

⁷⁵ Exhibit B at 113, Condition #39.

⁷⁶ What’s more, TNC witnesses testified that mitigation should be targeted at locations likely to include areas adjacent to conserved lands, including the area south of the Leuthold Preserve. Hearing Day 6 Testimony at 145:11 -146:19 (Simons-Legaard and Wood). The Conservation Plan does just that – it is adjacent to Leuthold Forest Preserve, Moose River/#5 Bog Conservation easement, and the Attean Pond Conservation Easement to the northwest, the Cold Stream Public Land Unit running north and south directly through the protected property, and the Moosehead Conservation Easement to the east and north. See Exhibit D at 3.

⁷⁷ R. Wood, A. Cutko, B. Emerson, M. Hunter (CLF and TNC) Pre-Filed Direct Testimony Exhibit 7: Priority areas for habitat connectivity in the proposed NECEC corridor, attached hereto as **Attachment 3**. See also Exhibit B at 32, 78-79; Exhibit C at 43.

⁷⁸ Exhibit B at 78-80 (“These Wildlife Areas, which total approximately 14.08 miles along the 53.1-mile-long Segment 1 corridor, will provide improved passage and connectivity across Segment 1, helping to protect wildlife, provide travel lanes between areas of habitat, and mitigate wildlife habitat impacts overall. The majority of these travel lanes will exceed 400 feet in width and benefit multiple species that prefer interior forest habitats, including pine marten.”); see also Exhibit B at Appendix C, Table C-1.

⁷⁹ “Of four priority areas pointed to by NRCM’s witness in his hearing testimony, three have considerable overlap with Wildlife Areas with a 35-foot minimum height vegetation requirement. For example, the crossing of the South Branch of the Moose River is in Wildlife Area 2; the Cold Stream crossing is in Wildlife Area 7; and the Tomhegan

discounting the DEP's efforts – affirmed by the Board “because it is within these areas that habitat connectivity across the Segment 1 corridor is best provided for”⁸⁰ – to create connectivity across the Project. Blocks E3 and E4 do not detract from the primary goal of the Conservation Plan – to the contrary, they enhance connectivity.

There are not six blocks of conserved land, as Appellants claim. There are at most three distinct conservation areas that are not contiguous only because they are bisected by an existing Public Reserve Land (the Cold Stream Unit). The fact that the conservation areas are also bisected by the Project is not disqualifying – it is what the Department intended.⁸¹

Finally, Appellants' proposed new conditions overlook that the selection of the Protected Property was intentional. Whereas the Permit Orders allow ten 5,000-acre parcels, the Protected Property is a largely continuous 50,000+-acre parcel that BPL determined “lies in a geography appropriate for the project: it is bisected by the transmission line, surrounds an existing Public Reserve Land (the Cold Stream Unit), and connects with adjacent landscape-scale conserved

Stream crossing is in Wildlife Area 9. (Compare J. Reardon pre-filed direct testimony at 11-12, identifying priority waters, with the Order, Appendix C, Table C-1, identifying streams within the Wildlife Areas.)” Exhibit C at 50.

⁸⁰ Exhibit C at 55. *See also* Exhibit C at 53-54 (“The Board also finds the locations of the Wildlife Areas with taller vegetation across the corridor were rationally selected, based on evidence in the record, to facilitate wildlife movement, with a focus on stream crossings and areas adjacent to conserved land and taking into consideration the habitat connectivity priority areas identified by TNC.”).

⁸¹ Appellants also read into the Permit Orders a non-existent size requirement for habitat blocks that are adjacent to existing conserved land either alone or in conjunction with the existing conserved land. The Permit Orders require blocks of 5,000 acres “unless the area is adjacent to existing conserved land” (Exhibit B at 81) after which there is no size minimum. This makes sense, as it connects conservation areas. So too does it connect areas mitigated in the DEP Order with conserved lands, further enhancing habitat connectivity. *See supra*, n. 77-79; *compare* Attachment 3 with Exhibit E at Exhibit C.

Habitat blocks E3 and E4 are clearly adjacent to existing conservation land and appellants do not dispute that (Exhibit A at 4). Thus, even if bifurcation is appropriate (it is not) blocks E3 and E4 qualify for the “adjacent to existing conserved land” exception. No showing need be made as to the “unique appropriateness” of these blocks, but in any event they include certain of TNC's “priority areas for habitat connectivity.” Furthermore, block E3 includes the largest block of significant rare animal habitat as identified under the Endangered and Threatened Species Conservation (“ETSC”) framework in Segment 1 and block E4 is the only portion of Segment 1 that contains both significant vernal pools and wading bird habitat, both of which compose a significant percentage of the block. (Exhibit D at 10.) The location of these blocks certainly further the goals of the Conservation Plan.

lands. As a result, the easement will promote habitat connections during NECEC operation and beyond the line's decommissioning."⁸² The Protected Property "preserves an expansive, strategically located block of land that links with hundreds of thousands of acres of conserved areas in western Maine."⁸³ Additional acreage is unwarranted – Appellants already demanded and received additional acreage in the appeal of the DEP Order.

V. Conclusion

NECEC LLC's revised 50,000 Acre Conservation Plan is the result of a years-long effort to identify a landowner willing to implement new and explicit conservation regimes in perpetuity on its property, an effort that led to additional extensive negotiations with Weyerhaeuser, BPL, MNAP, and MDIFW to develop a Conservation Plan, Conservation Easement, and Forest Management Plan that promote and preserve mature forest and habitat connectivity. These years of dedicated efforts culminated in a Conservation Plan that the Department's sister agency BPL agrees meets the Permit Orders.⁸⁴ In fact, the Conservation Plan exceeds not only the requirements of the Permit Orders but also typical conservation easements in Maine, by including explicit and measurable milestones, provisions for public access, limitations on plantations and gravel pits in perpetuity, a prohibition on subdivision, and continuity with nearly 400,000 acres of conserved land. This compensation is unprecedented, both in its comprehensiveness and because the Site Law does not require any form of compensation,

⁸²Exhibit H at 1.

⁸³ June 11, 2025 Comments of EDP Renewables North America LLC attached hereto as **Attachment 4**.

⁸⁴ Exhibit H; *see also* Exhibit D at Attachment 2 (stating that BPL and Weyerhaeuser "negotiated the terms of a perpetual conservation easement that . . . is designed to comply with the Orders' relevant terms and be administratively feasible for the Bureau to hold."); A. Cutko Letter to DEP Re: Forest Management Plan (Oct. 27, 2025) (approving the FMP).

including land conservation. Instead, the 50,000-acre conservation ordered here is above and beyond the compensatory mitigation required under NRPA. 38 M.R.S § 480-Z.

The DEP ordered the instant land conservation at the recommendation of TNC and CLF, whose witness Dr. Simons-Legaard testified that “the cumulative impacts of the transmission line cannot be entirely mitigated by onsite actions,” and thus, “[r]egardless of the avoidance and minimization measures utilized, there will be unavoidable impacts that should be compensated through a fund for land conservation in the region, and that compensation should include considerations for retaining large patches of mature forestland.”⁸⁵ In the underlying record, TNC and CLF recognize what the Appellants do not – the Conservation Plan is just one element of the comprehensive preservation, conservation, and mitigation the DEP ordered to ensure “adequate provision for the protection of wildlife.”⁸⁶ Notably, TNC recommended such a large amount of conservation only “if there were no additional mitigation,” explaining that TNC prioritizes avoidance and minimization efforts and recommends land conservation “if there are residual impacts.”⁸⁷

This Conservation Plan is the final piece among DEP’s multitude of measures mandated to ensure that there is no unreasonable impact on wildlife:

⁸⁵ Simons-Legaard (TNC and CLF) Supplemental Testimony at 3.

⁸⁶ The DEP ordered, *inter alia*, detailed vegetation management of the Project that will significantly reduce fragmentation and edge effect, preservation of over 2,000 acres of land area on tracts identified by the DEP, preservation of hundreds of acres of Deer Wintering Areas, 100-foot riparian filter areas on all streams, and millions of dollars in culvert replacement funds and in In-Lieu-Fee payments to the Department, to Mane Endangered and Nongame Fund, and to the Maine Natural Areas Conservation fund. Exhibit B at 82, Appendix C, and Appendix F. Nevertheless, Appellants, as well as TNC and CLF in their March 23, 2026 comments on this appeal, are requesting additional land to be preserved. Conditions #10 and #39 do not demand preservation as mitigation – that is required of Conditions X and X and has already been satisfied – they demand conservation which explicitly may be satisfied via a conservation easement. The Board should reject this misguided request that is entirely at odds with the overall mitigation that the Permit Orders require.

⁸⁷ Hearing Day 6 Transcript at 143:18-144:15 (Wood). TNC and CLF have walked this testimony back entirely in their March 23, 2026 comments on this appeal. Like with NRCM, such an about-face should be rejected by this Board.

The combination of vegetation management proposed by CMP and the additional requirements imposed as conditions of this Order, which include tapering and maintenance of taller vegetation, will reduce habitat impacts, provide wildlife sufficient ability to move between suitable habitats, regardless of where adjacent to the corridor this habitat changes as forestry patterns shift. Furthermore, the landscape-scale wildlife habitat impacts associated with fragmentation that will occur, even with this vegetation management, will not be unreasonable, given that they will be mitigated and offset through the required additional conservation within the western Maine forest area in which Segment 1 is located. Provided the applicant implements these measures, the Department finds that the project will result in adequate provision for the protection of wildlife.⁸⁸

The Board affirmed this determination, concluding that “NRCM’s focus on what the mitigation lacks overlooks and undervalues the benefit of the impact minimization measures required by the Department Order”⁸⁹:

NRCM and West Forks argue that this conservation is inadequate. In support of its argument, NRCM claims the conservation amount is “based on best-case assumptions about the environmental benefits of tapering and Wildlife Areas” and appears to assume that a standard working forest easement allowing “commercial forestry to continue” would satisfy the conservation requirement. (NRCM Appeal at 16.) Neither is accurate. As discussed above, the Board finds each of the forms of vegetation management required in the Department Order will help minimize the fragmentation impacts of the project and, with the modifications required in this Board Order, the full benefit of these measures will be achieved. While this vegetation management is an important and necessary component of the project, its value has not been overestimated as the appellants suggest or assessed based on best-case assumptions.⁹⁰

The quality and quantity of the Protected Property has already been litigated. There is no reason for the Board to take any action other than affirming the DEP’s Condition Compliance Order that set into motion the extraordinary and unique mitigation required of the NECEC Project.

⁸⁸ Exhibit B at 82.

⁸⁹ Exhibit C at 48. *See also supra*, n.86 (preservation has already separately been ordered by the Department).

⁹⁰ Exhibit C at 56. *See also* Exhibit C at 57 (“Further, and overall, the Board finds that with the requirements in the Department Order, along with the added requirements related to vegetation management and tapering within Segment 1 described above, the impacts of the project on wildlife and wildlife habitat will be adequately minimized and compensated for. The Board finds that, under the terms and conditions approved in this Board Order, wildlife lifecycles and wildlife habitat are adequately protected from adverse effects from the project, as required pursuant to Chapter 375, § 15.”).

Dated this 23rd day of March 2025.



Lisa A. Gilbreath
Georgia M. Bolduc

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*Attorneys for Central Maine Power
Company and NECEC Transmission LLC*

ATTACHMENT 1

From: Hallowell, Dawn <Dawn.Hallowell@maine.gov>
Sent: Friday, October 3, 2025 11:09 AM
To: Lisa A. Gilbreath
Cc: EMOND, GARY; Gerry.Mirabile@avangrid.com; Lajohnston@burnsmcd.com; Carrie Beedle; adam.marquis@cmpco.com; nececdocumentcontrol@cmpco.com; Landry, Andrew; abuxton@preti.com; ashli.goodenow@gmail.com; Ben Smith; Hinkel, Bill; bpw1@midmaine.com; Bryan.emerson@tnc.org; info@kennebecriverangler.com; Amarin@mainechamber.org; David M. Kallin; dpublicover@outdoors.org; edbuzzel@gmail.com; eboepple@mpmlaw.com; caratunkselectmen@myfairpoint.net; egreen@clf.org; gcaruso@myfairpoint.net; gpetruccelli@pmhlegal.com; jtourangeau@dwmlaw.com; Kaitlyn Nuzzo; mark.berry@tnc.org; mnovello@wagnerforest.com; mspils15@hotmail.com; pdidisheim@nrcm.org; lfrankel@nrcm.org; leadley@myfairpoint.net; hawksnestlodge@gmail.com; pturner@clf.org; rborowski@preti.com; slaughton@mpmlaw.com; burgess@ibew104.org; NECECEA@hq.doe.gov; peter.d.olmstead@usace.army.mil; Bower, Mark; Boak, Scott; Wood, Robert; Arbo, Audie T; DEP, NECEC; cenae-r-me@usace.army.mil; Puryear, Kristen; Rideout, Megan M; Sanborn, Heather B
Subject: Conservation Easement
Importance: High

*****This message originated outside your organization*****

Dear Lisa:

The Department has reviewed NECEC's Conservation Plan, draft Conservation Easement, and draft Forest Management Plan, along with comments from interested parties and the public. In order to approve NECEC's condition compliance application intended to satisfy special condition #39 of the May 11, 2020 Department Order and special condition #10 of the July 21, 2022 Board Order, the Department has determined that NECEC must clarify or increase the basal area that will constitute mature forest conditions. The Department recommends revising the definition of "Mature Forest" so it reads as follows:

"Mature Forest" is defined as a forest stand consisting of a mix of native species with a minimum basal area of 80 square feet per acre of live trees at least 4.5 inches in diameter at breast height, including a minimum basal area of 60 square feet per acre of live trees at least 50 feet tall, accompanied by the presence of representative levels of well-distributed standing dead and downed trees.

Please submit a revised draft Conservation Easement at your earliest convenience.

Thank you,



Dawn Hallowell (she/her), Director
Southern Maine Regional Office
(207) 557-2624 | dawn.hallowell@maine.gov
Maine Department of Environmental Protection
312 Canco Rd., Portland, ME 04103
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ATTACHMENT 2

LISA A. GILBREATH

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Admitted in: KS, MA, ME, MO, NY

August 1, 2025

VIA MELS PORTAL

Ms. Dawn Hollowell
Maine Department of Environmental Protection
Bureau of Land Resources
17 State House Station
Augusta, ME 04333-0017

Re: Response to Public Comments
Condition Compliance Submission for Condition #39 of Maine Department of Environmental Protection Site Location/NRPA Permit Numbers #L-27625-26-A-N, L-27625-TG-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N and for Condition #10 of the Maine Board of Environmental Protection Permit Numbers L-27625-26-F-Z, L-27625-TG-G-Z, L-27625-2C-H-Z, L-27625-VP-I-Z, L-27625-IW-J-Z, L-27625-26-AB-Z for the New England Clean Energy Connect Project

Dear Ms. Hollowell:

On behalf of NECEC Transmission LLC, please find enclosed a response to the public comments on NECEC's Conservation Plan submission, filed May 9, 2025, in compliance with Condition #39 of the May 11, 2020 Maine Department of Environmental Protection Order and Condition #10 of the July 21, 2022 Maine Board of Environmental Protection Order for the New England Clean Energy Connect Project.

Please let me know if you have any questions.

Sincerely,



Lisa A. Gilbreath

Enclosures

cc (via email): DEP/LUPC Service List (last updated 2025)

**Response to Public Comments on
NECEC's Conservation Plan Submission**

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF

CENTRAL MAINE POWER COMPANY)
NEW ENGLAND CLEAN ENERGY CONNECT)
#L-27625-26-A-N/#L- 27625-TG-B-N/)
#L-27625-2C-C-N/#L-27625-VP-D-N/)
#L-27625-IW-E-N AND)
#L-27625-26-F-Z/#L-27625-TG-G-Z/)
#L-27625-2C-H-Z/#L-27625-VP-I-Z/)
#L-27625-IW-J-Z/#L-27625-26-AB-Z)

RESPONSE OF NECEC TRANSMISSION LLC
TO PUBLIC COMMENTS ON CONDITION COMPLIANCE SUBMISSION
REGARDING DEP CONDITION #39 AND BEP CONDITION #10

I. Introduction

NECEC Transmission LLC's (NECEC LLC's) revised 50,000 Acre Conservation Plan (CP) is the result of a years-long effort to identify a landowner willing to implement new and explicit conservation regimes in perpetuity on its property, an effort that led to additional extensive negotiations with Weyerhaeuser Company (Weyerhaeuser), Maine Bureau of Parks and Lands (BPL), Maine Natural Areas Program (MNAP), and the Maine Department of Inland Fisheries & Wildlife (MDIFW) to develop a CP, Conservation Easement (CE), and Forest Management Plan (FMP) that promote and preserve mature forest and habitat connectivity. These years of dedicated efforts culminated in a CE and FMP that, as described in the CP, BPL as Holder agrees meets the May 11, 2020 MDEP Order Condition 39 and the July 21, 2022 BEP Order Condition 10 (Permit Orders).

As a result of these efforts, NECEC LLC is proud to have presented to the Maine Department of Environmental Protection (MDEP or Department) a thoughtful and valuable plan to conserve lands that exceeds the Permit Orders' requirements. Among the elements included in the CE but not required in the Permit Orders is public access, limitations on plantations and gravel pits in perpetuity, a prohibition on subdivision, and continuity with nearly 400,000 acres of conserved land.¹ Not only do these CE provisions exceed the MDEP's and Maine Board of Environmental Protection's (Board's or BEP's) mandates, but they also go above and beyond typical conservation easements in Maine, which explicitly

¹ See June 13, 2025 Comments of The Nature Conservancy (TNC) and Conservation Law Foundation (CLF) at 2.

serve the purpose of ensuring ongoing production of forest products and which do not include robust riparian buffers or connectivity with other conservation lands.²

The selection of the Protected Property was strategic. Whereas the Permit Orders allow ten 5,000-acre parcels, the Protected Property is a largely continuous 50,000-acre parcel that “lies in a geography appropriate for the project: it is bisected by the transmission line, surrounds an existing Public Reserve Land (the Cold Stream Unit), and connects with adjacent landscape-scale conserved lands. As a result, the easement will promote habitat connections during NECEC operation and beyond the line’s decommissioning.”³ The Protected Property “preserves an expansive, strategically located block of land that links with hundreds of thousands of acres of conserved areas in western Maine.”⁴ As TNC and CLF, both of whom participated in the MDEP permitting proceedings, stated in their comments on the CP, the Protected Property provides “a block of over 50,000 acres in nearly contiguous parcels in the immediate vicinity of Segment 1, that also:

- Intends to secure permanent habitat connectivity between existing conserved lands around Attean Lake to the west and Cold Stream and Moosehead Lake to the east, substantially expanding upon and connecting these two large contiguous areas of conserved lands into a single expanse of almost 450,000 acres, and making an important contribution to maintaining large scale habitat connectivity;
- Establishes provisions for riparian habitat protection and wildlife travel corridors along perennial streams; and,
- Permanently conserves an area along the Route 201 corridor, preventing future development.”⁵

Despite the Conservation Plan’s clear benefits and achievement of the Permit Orders’ requirements, certain negative comments were filed by the June 13 deadline.⁶ Accordingly, NECEC LLC submits these brief responsive comments and attaches hereto a revised CE that addresses certain public comments at **Attachment A** (final) and **Attachment B** (redline comparison of the May 9, 2025 CE and the final CE).

² Compare “Conservation Purposes” of the Quill Hill Conservation Easement at Bk. 4547 Pg. 50 with “Conservation Purposes” of the New England Clean Energy Connect Segment 1 Conservation Easement.

³ June 13, 2025 Comments of BPL.

⁴ June 11, 2025 Comments of EDP Renewables North America LLC.

⁵ June 13, 2025 Comments of TNC and CLF at 2.

⁶ NECEC LLC notes that condition compliance applications are explicitly excluded from the Department’s Chapter 2 rules and procedures that otherwise allow comment on filings, and objects to the Department’s consideration of any such comments. Department Rule Chapter 2, Section 2(B)(13).

II. Discussion

A. The Conservation Value of the Protected Property Meets the Permit Orders' Requirements

Joint comments filed by the Natural Resources Council of Maine (NRCM), Appalachian Mountain Club (AMC), Maine Council of Trout Unlimited (TU), and Maine Audubon (the "Joint Commenters") allege that the Protected Property does not represent valuable land. However, the Department specifically ordered that the conserved property be located "in the vicinity of Segment 1" because of the ecological significance of this area, a direction based on the testimony of the Joint Commenters themselves. It was the fragmentation of this intact forest by Segment 1 that the Joint Commenters objected to in the first instance.

Describing the area surrounding Segment 1 as "the largest area of relatively intact forest blocks due to the lack of permanent settlement, development and land conversion,"⁷ NRCM, AMC, and TU's witness testified in the MDEP permitting proceeding that "[t]he new corridor would be one of the largest permanent fragmenting features bisecting the largest expanse of relatively undeveloped and intact natural forest in the eastern United States and one of the largest such areas in the Temperate Deciduous and Mixed Forest biome in the world."⁸ TNC agreed, describing in its testimony the forest through which the transmission line traverses as "one of the largest unfragmented forest blocks in the region."⁹ Indeed, as TNC and CLF note in their comments on the CP, the Protected Property is "making an important contribution to maintaining large scale habitat connectivity."¹⁰

Now, the Joint Commenters have reversed course, characterizing the area as "one of the most heavily harvested areas of Maine's working forest"¹¹ and alleging that the CE "may not align with the immediate and high-quality habitat compensation needed to truly offset the project's impacts under the terms of the Orders."¹²

⁷ D. Publicover, witness for Group 4 (NRCM, AMC, and TU), Pre-Filed Direct Testimony at 5-6.

⁸ D. Publicover Pre-Filed Direct Testimony at 21.

⁹ TNC Pre-Filed Direct Testimony at 3; *see also* TNC Exhibit 3.

¹⁰ June 13, 2025 Comments of TNC and CLF at 2.

¹¹ June 13, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 2.

¹² June 13, 2025 Comments of Sierra Club Maine Chapter at 2. Further contradictory remarks include the following:

In pre-filed testimony, an NRCM, AMC, and TU witness alleged that Segment 1 is "the largest expanse of relatively undeveloped and intact natural forest in the eastern United States and one of the largest such areas in the Temperate Deciduous and Mixed Forest biome in the world." (D. Publicover Pre-Filed Direct Testimony at 21.) Further, upon review of photographic evidence in pre-filed testimony the witness for NRCM, AMC, and TU testified that "Even during leaf off snowcovered conditions, when harvesting would be most noticeable, harvest units exist as patches within a dominantly forested matrix. In addition, most harvest units retain some level of residual forest overstory." (D. Publicover Pre-Filed Direct Testimony at 16.)

But it was the record established largely by the Joint Commenters that resulted in MDEP concluding the Project creates a new corridor through a forested area in western Maine with “exceptional biodiversity” that is “especially effective at maintaining biodiversity as the climate changes.” MDEP further recognized that “[t]hese qualities make the area unique and important for wildlife,” and that that these qualities exist within “a mosaic of various aged forest, ranging from mature forest to recently harvested areas” that “changes over time as harvested areas mature and mature areas are harvested.”¹³ The final FMP, filed July 16, 2025, further demonstrates the valuable condition of the Protected Property and the species, habitat, and botanical features located thereon.¹⁴ In fact, the impetus behind MDEP Condition 39 and BEP Condition 10 was the fragmentation of this highly valuable land.

The conservation value of the Protected Property is well documented in the record, a record built by the same Joint Commenters who, paradoxically, allege that the property has a low conservation value that therefore makes it ineligible for conservation. NECEC LLC strongly disagrees, and the record clearly demonstrates that these claims are without merit.

B. The “Mature Forest” Definition Meets the Permit Requirements

As multiple commenters have noted, the Department did not set any thresholds for achieving mature forest or habitat connectivity in the Permit Orders. Instead, the Department deferred to BPL and MDIFW, which have the expertise “to preserve, protect, and enhance the inland fisheries and wildlife resources of the State; to encourage the wise use of these resources; to ensure coordinated planning for the future use and preservation of these resources; and to provide for effective management of these resources.” 12 MRS § 10051 (MDIFW statutory mandate). Those agencies determined that the appropriate thresholds for meeting the Permit Orders are forest stands that will be taller than 50 feet and have a higher density than 60 square feet of basal area per acre.¹⁵

These thresholds that the BPL and MDIFW agreed would meet the Permit Orders were not based on the 35-foot forest that the MDEP determined “is appropriate to support wildlife,”¹⁶ as the Joint Commenters claim.¹⁷ As the Board concluded, “While vegetation with a minimum height of 35 feet is not equivalent to full canopy height vegetation in terms of the cover it provides, the record evidence supports that vegetation of 30 feet and taller aids wildlife movement.”¹⁸ Accordingly, with the

Now those groups consider this area to be “one of the most heavily harvested landscapes in the last 20 years.” (June 13, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 6.)

¹³ MDEP Order at 75.

¹⁴ See, e.g., FMP at 12-14.

¹⁵ June 13, 2025 Comments of BPL at 1; June 13, 2025 Comments of MDIFW at 2.

¹⁶ MDEP Order at 79.

¹⁷ June 12, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 4.

¹⁸ BEP Order at 53.

groundwork of expert testimony in the record¹⁹ providing a valuable starting point for BPL and MDIFW, those agencies ultimately determined that far greater minimum tree height, and a minimum basal area to which only trees equal to or greater than 50 feet tall can contribute,²⁰ are appropriate thresholds for a mature forest and habitat connectivity here.²¹

Notably, these thresholds are minimums, such that for any stand to qualify as “mature forest” it must have at least 60 square feet of basal area of 50 foot tall or taller trees, and only trees equal to or greater than 50 feet tall can contribute to the basal area required to meet the mature definition.²² In other words, accounting for vegetation within a stand that is not 50 feet results in much more than 60 square feet basal area total. Stands designated as mature typically exhibit a higher total basal area—often exceeding 130 to 150 square feet for trees taller than 35 feet—reflecting their even-aged structure. In fact, the average total basal area of mature forest stands within the Protected Property surpasses 130 square feet when including trees over 35 feet tall. This significantly exceeds the 60 square foot threshold, is projected to increase over time across the Protected Property as more stands reach the mature forest milestone targets by 2065, and is sufficient to support the umbrella species pine marten.²³

What the CE achieves is mature forest with taller trees and greater basal area than is required to provide “optimal habitat” for pine marten and a wide range of other wildlife.²⁴ With this combination of threshold requirements, “It is MDIFW’s position that 50 feet in height meets the minimum goals of mature forest, recognizing that over time, most of the acreage in mature forest on the Mitigation Parcel will exceed this minimum.”²⁵

¹⁹ D. Publicover Pre-Filed Supplemental Testimony at 4-5; Dr. Simons-Legaard Pre-Filed Supplemental Testimony at 1; TNC Pre-Filed Supplemental Testimony at 1; TNC and CLF Post-Hearing Brief at 5; MDEP Order at 78.

²⁰ FMP at 27.

²¹ The MDEP concluded, “Publicover testified ‘vegetation in the range of 30 to 40 feet would meet minimum height and density requirements for marten.’ Simons-Legaard offered similar testimony regarding pine marten habitat and this umbrella species’ preference for habitat with trees at least 30 feet tall.” MDEP Order at 78; *see also* D. Publicover Pre-Filed Supplemental Testimony at 4-5; Dr. Simons-Legaard Pre-Filed Supplemental Testimony at 1; TNC Pre-Filed Supplemental Testimony at 1; TNC and CLF Post-Hearing Brief at 5.

²² FMP at 27.

²³ *See* TNC Pre-Filed Supplemental Testimony at 1 (defining “mature forest” as “trees at least 30-feet high”); *see, also*, TNC and CLF Post-Hearing Brief at 5 (emphasis added):

Group 6 witness Dr. Erin Simons-Legaard testified that pine marten are considered an “umbrella species” in the affected region—i.e., planning for pine marten habitat often serves the purpose of planning for a wide range of other wildlife—and that optimal habitat for pine marten consists of mature forest greater than 370 acres in area, with a minimum basal area of 80 ft²/acre, trees at least 30 feet tall (preferably >40 feet tall), and at least 30% canopy closure in all seasons. *See* Pre-Filed Supplemental Testimony of Simons-Legaard at 1.

²⁴ *Id.*

²⁵ June 13, 2025 Comments of MDIFW at 2.

The Joint Commenters have also challenged Weyerhaeuser’s calculation of the tree heights and age classes of stands on its own property (those parties admit, however, that “this difference among estimates is likely methodological”).²⁶ These figures were provided by Weyerhaeuser, accepted by BPL, and represent both true ground conditions on and the conservation value of the Protected Property.²⁷

C. The “edge effect” area immediately adjacent to the Project is properly included in the Protected Property

Multiple commenters have suggested that the portion of property on each side of the Project allegedly impacted by “edge effect” should not be included in the conservation acreage, and have expressed confusion as to whether the corridor itself is included in the conservation acreage.²⁸ The CP makes clear that the Project corridor is not included in the Protected Property.²⁹ Rather, Central Maine Power Company has title, right, or interest to the entire corridor, not Weyerhaeuser, and the corridor is subject to the detailed decommissioning requirements set forth in the Permit Orders.³⁰ What’s more, exclusion of the acreage immediately adjacent to the Project corridor would be illogical and contrary to the record evidence.

First, excluding from the Protected Property the areas immediately adjacent to the Project corridor would be inconsistent with the Permit Orders. Not including that area would leave the strips of land bordering the Project corridor entirely unprotected, and open for development or unlimited forest harvest. This does not make sense now, when the tapered corridor and taller vegetation areas in Segment 1 are expressly intended to reduce edge effect, nor in the future when Segment 1 is decommissioned and the Protected Property is conserved in perpetuity. Leaving these strips of land unprotected actually could cause additional edge effect if development were to occur within that edge.

In fact, the MDEP ordered specific mitigation measures to address habitat fragmentation – tapering, taller poles and taller vegetation, and conservation of 50,000 acres in the vicinity of Segment 1 – the effectiveness of which would be greatly impacted if the lands adjacent to the Project were not protected. For example, TNC and CLF witness Dr. Simons-Legaard explained the relative benefit of modifying the Project with tapering of vegetation and/or taller poles that would allow taller vegetation

²⁶ June 12, 2025 comments of NRCM, AMC, TU, and Maine Audubon at 2, 5-6; *see also* Conservation Easement at Section VII.A.6 and CP at Figures 4 and 5.

²⁷ *See, e.g.*, FMP (filed July 16, 2025) at 12 (“The forests consist of approximately 17% hardwood stands, 40% mixed-wood stands, and 43% softwood stands, which are of varied age classes and species. Stands with trees under 35 feet in height comprise 60% of the acreage with only 13% currently taller than 50 feet.”) and at 27 (“The current mature forest percentage on the Protected Property is derived from existing stand level and two stage estimates as described above in ongoing inventory maintenance and growth.”); *see also* FMP at Table 2 and Figure 6.

²⁸ See June 13, 2025 Comments of Sierra Club Maine Chapter at 2; June 13, 2025 Comments of TNC and CLF at 4; June 12, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 2-3, 7.

²⁹ May 9, 2025 CP at 8, 19.

³⁰ MDEP Order at 106; BEP Order at 62-64 and 77; November 18, 2022 NECEC Segment 1 Decommissioning Plan; May 30, 2023 MDEP letter accepting NECEC Segment 1 Decommissioning Plan.

within the corridor.³¹ To ensure “significant gains in protection” can be made by these mitigation measures, the MDEP ordered that tapering occur in the entirety of Segment 1 except where taller poles and taller vegetation was ordered in specifically-identified Wildlife Areas.³² The MDEP explained, “Simons-Legaard testified, when evaluating where along the corridor to maintain taller vegetation, locations where mature forest in the areas abutting the corridor is most likely to remain should be targeted.”³³ Accordingly, and because the Department’s rules permit mitigation that reduces an impact over time through preservation and maintenance operations during the life of the project,³⁴ the Permit Orders require conservation to occur “within the vicinity of Segment 1” in conjunction with tapering and taller poles and vegetation within the corridor itself. Excluding from the Protected Property the existing forest abutting the corridor would run contrary to the ordered mitigation package that anticipates forest along the corridor edge.³⁵

Second, the degradation in conservation value of lands impacted by edge effect is greatly overstated by the Joint Commenters. The MDEP significantly reduced such impact by ordering 35-foot minimum height vegetation, full height vegetation, reduced clearing, and tapering. These ordered mitigation measures expressly address the Joint Commenters’ concerns regarding “the creation of extensive permanent ‘hard’ edge along both sides of the new corridor.”³⁶ NRCM’s witness testified that “[t]he extent of this ‘edge effect’ is greater along high contrast edges—such as between a utility corridor and a forest, than along low contrast edges—such as between a regenerating clearcut and adjacent uncut forest.”³⁷ But the record also shows that such “high contrast edges” can be softened to reduce edge effect.³⁸ As TNC explained in its testimony,

Edge effects could be minimized by significantly narrowing the cleared width of the corridor or portions of the corridor. This could be accomplished, for example, by . . . using vegetation

³¹ Dr. Simons-Legaard Pre-Filed Supplemental Testimony at 2-3; MDEP Order at 77.

³² MDEP Order at 78-79 and Appendix C.

³³ MDEP Order at 78.

³⁴ Department Rule Chapter 310(3)(O)(4).

³⁵ Notably, neither the MDEP nor the Board ordered that areas impacted by edge effect be excluded from the conservation area. Doing so would be contrary to the Department’s rules governing compensation, which allow compensation to take place in a location “on or close to a project site.” Department Rule Chapter 310(5)(C)(3).

³⁶ D. Publicover Pre-Filed Direct Testimony at 10.

³⁷ R. Merchant (witness for NRCM) Pre-Filed Rebuttal Testimony at 4, quoting Janet McMahon.

³⁸ “Feathering of vegetation is used along powerline corridors to ease the transition between ecotones and thereby reduce edge effect.” G. Giumarro Pre-filed Supplemental Testimony at 6, citing Gates, J. E. 1991. Powerline Corridors, Edge Effects, and Wildlife in Forested Landscapes of the Central Appalachians. Pages 12-32 in J. E. Rodiek, and E. G. Bolen, eds. Wildlife and habitats in managed landscapes. Island Press, Washington, D. C. See also R. Merchant Pre-Filed Direct Testimony at 6 (“Over time, natural or artificial regeneration fills in the harvested space and edges, so the initial fragmentation and edge effects are somewhat mitigated, softened.”)

management techniques to create a narrower, V-shaped corridor (as required for the Bingham Wind Project, DEP application L-25973-24-A-N/L-25973-TG-B-N).³⁹

That is precisely what the Department ordered. Not only will NECEC LLC's vegetation management practices utilize integrated vegetation management methods promoted by the EPA to enhance wildlife habitat and connectivity and minimize edge effects,⁴⁰ but the MDEP ordered a V-shaped corridor with taller vegetation on the edges and shorter vegetation beneath the conductors, resulting in a gradual, buffered transition to the forest edge.⁴¹ As the Department explained,

Tapering will avoid creation of a hard forest edge and help mitigate the edge effect explained by Hunter in his testimony. A tapered corridor also will result in a narrower scrub-shrub opening closer to the width of a land management road, which testimony established is less fragmenting than a 150-foot wide cleared transmission corridor. This tapering will allow a greater opportunity for wildlife to cross the corridor and reduce the time/distance crossing wildlife would be out in the more open shrub-shrub [*sic*] habitat.⁴²

Consequently, the hard edge impact generally associated with habitat fragmentation does not exist here. Rather, the Permit Orders require a soft edge that maintains landscape permeability and establishes areas of dense shrubby vegetation and taller vegetation. As MDEP concluded, "The reduction in clearing and narrowing of the scrub-shrub area within the tapered corridor, and taller vegetation along the sides of the corridor, will substantially reduce the impacts on wildlife."⁴³ It would not make sense to exclude the softened edges along the corridor boundary in the conservation area. This land is valuable not only because the edge effect has been softened but also because it is crucial to maintain connectivity across the corridor.

D. BPL and Weyerhaeuser revised the CE in response to public comments.

Attached hereto for the Department's review and approval is the final CE that was negotiated and agreed to by BPL and Weyerhaeuser. Pursuant to the BPL's procedural practice, this final CE includes Exhibits A, C, D, and E, which have been developed as part of the Baseline Documentation that will be

³⁹ TNC Pre-Filed Direct Testimony at 6; *see also* M. Goodwin Pre-Filed Rebuttal Testimony at 7-8, citing <http://content.yardmap.org/learn/managing-utility-corridors-wildlife/> ("The Habitat Network, a partnership established between TNC and the Cornell Lab of Ornithology, recognizes the importance of minimizing hard edge impact on fragmentation by applying soft edge management techniques (i.e., integrated vegetation management) and maintaining 'vegetation bridges' for wildlife movement").

⁴⁰ M. Goodwin Pre-Filed Direct Testimony at 17-18 (explaining that vegetation management practices will avoid the hard edge impact generally associated with habitat fragmentation and negative impacts on species resiliency by creating a soft edge that maintains landscape permeability and establishes areas of dense shrubby vegetation and taller vegetation; *see also* Mirabile Direct at 12; Goodwin Direct at 17; Goodwin Rebuttal at 18; Emond Rebuttal at 8-9; CMP Post-Hearing Brief at 16-18; CMP Post-Hearing Reply Brief at 19.

⁴¹ M. Goodwin Pre-Filed Rebuttal Testimony at 15-16.

⁴² MDEP Order at 77-78.

⁴³ MDEP Order at 77.

complete at the time of recording of the CE.⁴⁴ Exhibit B, the survey plan of the Protected Property, must be completed within twenty-four months of the conveyance of the CE and, upon recording, must be incorporated into and act as an amendment to the CE.⁴⁵

While not required by the Permit Orders, the final CE also clarifies that wind power, solar power, and transmission lines are specifically prohibited on the Protected Property⁴⁶ and strikes language allowing for new rights of way, easements of ingress or egress, driveways, roads, utility distribution or service lines, towers, or other easements with the written approval of the BPL.⁴⁷

III. Conclusion

The Conservation Plan, Conservation Easement, and Forest Management Plan represent a sufficient change from “standard sustainable forestry operations commonly allowed in areas subject to working forest easements.”⁴⁸ As MDIFW confirmed in its comments, “Over time, MDIFW believes the Mitigation Parcel will have significantly more mature forest than would have likely occurred under a typical industrial forest management regime, and riparian habitat management standards will greatly exceed those required by law. This will provide benefits to wildlife species that are reliant on mature forests.”⁴⁹

So too does the CE go above and beyond what is expressly required by the Permit Orders. In consultation with MDIFW and MNAP, Endangered, Threatened and Special Concern Species and exemplary natural communities have been documented on the Protected Property. Consultations with MDIFW and MNAP further resulted in management objectives and guidelines for confirmed Endangered, Threatened and Special Concern Species, rare and exemplary botanical features, deer wintering areas, Significant Vernal Pools, Inland Wading Bird and Waterfowl Habitats, and other aquatic resources that are dictated by the FMP.⁵⁰ MDIFW also identified several potential Species of Special Concern that might be present on the parcel but haven’t been documented due to limited formal surveys, and the FMP describes how they will be addressed.⁵¹ Many species-specific recommendations of MDIFW are subsumed by the

⁴⁴ CE at Section V (“WHEREAS, the Parties have prepared and completed the Baseline Documentation at the time of the recording of this Conservation Easement, which, in accordance with Section VII.A.5, is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement.”)

⁴⁵ CE Section II.A.

⁴⁶ June 13, 2025 Comments of MDIFW at 3-4; *see also* Attachment A (final CE) at Section VII.A.1.

⁴⁷ June 12, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 12; *see also* Attachment A (final CE) at Section VII.A.3

⁴⁸ BEP Order at 56-57.

⁴⁹ June 13, 2025 Comments of MDIFW at 2.

⁵⁰ FMP at 34-64.

⁵¹ FMP at 65-66.

riparian buffer standards required by the CE.⁵² In addition to riparian buffers, which will provide mature forest connectivity throughout the Protected Property, gravel pits and plantations are restricted, despite no requirement to do so in the Permit Orders. Extensive limitations on crossings and trails also are proposed.⁵³ Similarly, the CE grants the right of pedestrian access for non-intensive outdoor recreational activities.⁵⁴ And, importantly, the CE does not allow for subdivisions, ensuring singular ownership of this largely contiguous block of Protected Property.⁵⁵ This subdivision restriction stands in stark contrast to the MDEP Permit Order, which allows satisfaction of Condition 39 via conservation of ten (or more) individual blocks of 5,000 acres (or less, if adjacent to existing conserved land or if uniquely appropriate to further the goals of the CP).⁵⁶ These “significant values not expressly required by the DEP Order”⁵⁷ demonstrate that the CE surpasses standard conservation easements and is a valuable contribution to the state of Maine.⁵⁸

Negative comments filed with the DEP ignore that the CP achieves conservation management to a standard previously unseen on private lands in Maine.⁵⁹ This unprecedented conservation management is the result of “numerous negotiations” with the state agencies responsible for ensuring preservation and

⁵² May 13, 2025 MDIFW letter to Mark Rabon of Weyerhaeuser; FMP at 65 (“Many of these species’ needs are protected under the CE Riparian Habitat Management Standards or documented Species of Concern. Listed below are the identified potential species and how they will be addressed”); *see also* FMP at 13 and 19 (“These Perennial Stream Buffers run from the Normal High-Water Line on the approximately 88 miles of Perennial Streams. For Riparian Wetlands, the Normal High-Water Line where the buffer begins is the upland edge of the wetland, not the edge of the open water within the stream corridor.”).

⁵³ FMP at 21 (“crossings and trails will be minimized and, except during frozen conditions, will utilize panel and/or other crossing structures that span from bank to bank to protect streambank and stream bed integrity.”).

⁵⁴ To clarify, at the request of MDIFW, this public access right does not conflict with or contradict existing motorized access. As shown on CP Figure 7, the strategic location of the Protected Property incorporates 39.8 miles of permanent road access through and across the Protected Property on 18 rights of way. Those existing road easements ensure access to the Cold Stream Forest and the Protected Property, which is unaffected by the CE. CE Sections XII.I and XII.K (explicitly reserving any existing public rights). The CE also explicitly calls for completion of a boundary survey that will depict existing rights-of-way and roads. CE Section II.A.

⁵⁵ CE Section VII.B.1.

⁵⁶ MDEP Order at 81. Joint Commenters ignore that the MDEP Order would allow conservation of multiple non-contiguous blocks of 5,000 acres (or less, if adjacent to existing conserved land or if uniquely appropriate to further the goals of the CP) when they allege that certain blocks should not count towards the 50,000 acre conservation requirement. June 13, 2025 Comments of NRCM, AMC, TU, and Maine Audubon at 6-7. Ironically, Joint Commenters would have the Protected Property located not in the vicinity of Segment 1 lest Segment 1 fragment the area to be conserved into a non-contiguous block.

⁵⁷ Furthermore, as MDEP is aware, conservation of the Protected Property is but one piece of a comprehensive mitigation and compensation package that addresses taller vegetation, deer travel corridors and conservation of Deer Wintering Areas, brook trout habitat, Maine’s natural areas, and other concerns raised in CP comments. *See* June 13, 2025 Comments of TNC and CLF at 2.

⁵⁸ MDEP Order Sections 5.D, 6, and 7.D; MDEP Order Appendices C and F; Board Order Section 10.B(5)-(8); Compensation Plan.

⁵⁹ June 12, 2025 Comment of R. Anderson, former biologist for MDIFW and former Commissioner of the Department of Conservation.

protection of Maine’s fisheries, wildlife, and natural areas.⁶⁰ It was during these meetings that the agencies concluded that the location of the Protected Property and the minimum measurable and enforceable threshold definition of mature forest meet the Permit Orders.⁶¹ With a stewardship fund of \$659,000 that the BPL proposed as sufficient to meet its ongoing monitoring and enforcement needs, the Conservation Easement will provide in perpetuity habitat connectivity and conservation of mature forest areas well beyond the life of the Project.

The Department recognizes that “the western Maine region supports exceptional biodiversity and is expected to be especially effective at maintaining biodiversity as the climate changes.”⁶² It is climate change that the Department has concluded “is the single greatest threat to Maine’s natural environment. It is already negatively affecting brook trout habitat, and those impacts are projected to worsen. It also threatens forest habitat for iconic species such as moose, and for pine marten, an indicator species much discussed in the evidentiary hearing.⁶³ The protections afforded the area around Segment 1, and the Project itself, are crucial to combat climate change and ensure the ongoing health of Maine’s forest habitat. The MDEP should promptly approve the May 9, 2025 CP, the July 15, 2025 FMP, and the revised CE attached hereto.

⁶⁰ June 13, 2025 Comments of BPL at 1; *see also* June 13, 2025 Comments of Maine Renewable Energy Association.

⁶¹ *Id.*

⁶² MDEP Order at 75.

⁶³ MDEP Order at 105.

**ATTACHMENT A
CONSERVATION EASEMENT
(FINAL)**

**NEW ENGLAND CLEAN ENERGY CONNECT SEGMENT 1 CONSERVATION
EASEMENT**

I. PROJECT NAME

New England Clean Energy Connect Segment 1 Conservation Easement

II. WORDS OF CONVEYANCE

Weyerhaeuser Company, having an address of 220 Occidental Avenue South, Seattle, WA 98104, (referred to as the “Grantor”, which word shall, unless the context clearly indicates otherwise, include the above-named Grantor, its successors and assigns), for consideration paid and not as a gift, HEREBY GRANTS to the **STATE OF MAINE, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands** (the “State,” which word shall, unless the context clearly indicates otherwise, include the State’s successors and assigns, or “Holder”), a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333 with QUITCLAIM COVENANT:

- A. in perpetuity, the following described conservation easement (the “Conservation Easement” or the “Easement”) on, over, under, and across the real property in Bradstreet Township, Parlin Pond Township, and Johnson Mountain Township, Somerset County, Maine, more particularly described in Exhibit A, subject to those exceptions to title set forth therein (the “Protected Property”), and generally depicted on the plan attached hereto and made a part hereof as Exhibit B as set forth below. Provided that within twenty-four months of the conveyance of this Conservation Easement from Grantor to Holder, a boundary line survey shall be completed of the Protected Property that also depicts any and all of the then-existing following located on the Protected Property: rights-of-way, roads, and structures and other improvements. Said survey shall be recorded as soon as practicable after completion and, upon recording, shall be incorporated herein and act as an amendment to this Conservation Easement to replace Exhibit B;
- B. non-exclusive easement for Holder’s pedestrian and vehicular access to the Protected Property as necessary or appropriate to exercise Holder’s rights of monitoring and enforcement of the Easement hereunder, over:
 - 1. any and all rights-of-way and roads owned by Grantor, as more particularly described in Exhibit A and depicted on Exhibit B; and

2. any and all rights-of-way and roads owned by third parties over which Grantor has rights of access to the Protected Property to the extent that Grantor has the right to grant the same.
- C. a non-exclusive right of public pedestrian access on and across the Protected Property for purposes of Non-Intensive Outdoor Recreation.

Grantor further HEREBY GRANTS to the **STATE OF MAINE, acting by and through its Department of Environmental Protection**, a governmental entity having a mailing address of 17 State House Station, Augusta, Maine 04333, third party enforcement rights of the Conservation Easement as set forth in Section X.

III. DEFINITIONS

- A. “Alternative Qualified Holder” is defined in Section XI.B.
- B. “Baseline Documentation” is defined in Section VII.A.5.
- C. “Best Management Practices” are those forest management practices set forth in the publication entitled “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Bureau of Forestry, in such publication’s current version at the time of the grant of this Conservation Easement, and as the same may be further amended, supplemented, or replaced after the date of this grant.
- D. “Commercial Forest Management Activities” include Commercial Forestry and timber cruising; resource evaluation; herbicide, pesticide, and fertilizer application; timber stand improvement; pruning; mechanical timber harvesting and other forest harvesting; wood chip production; forest products transportation; natural regeneration of forest stands; prevention of fire and disease; eradication of invasive species; wildlife habitat improvement; general maintenance of forest health and biological diversity; maple sugaring; forest carbon sequestration; forest carbon credit sales (consistent with Section VII.A.4); other substantially similar and associated activities; and the construction, creation, use, and maintenance of Land Management Roads, skid trails and Winter Haul Roads, turnouts, timber landings, and crossings of flowing waters for such purposes, all as consistent with the terms of this Conservation Easement.
- E. “Commercial Forestry” is defined as the planting, growing, cultivation, stocking, and harvesting of trees and other forest products to produce marketable forest products.
- F. “Conservation Plan” is defined in the Maine Department of Environmental Protection (“MDEP”) Findings of Fact and Order, issued May 11, 2020, and the Maine Board of Environmental Protection (“MBEP”) Findings of Fact and Order, issued July 21, 2022.
- G. “Conservation Values” are defined in Section V.
- H. “Forestland” is defined as land stocked with trees of any size or land formerly having had such tree cover that is being managed to return to forest cover.
- I. “Force Majeure Event” is defined in Section VII.A.6.
- J. “Forest Management Plan” is defined in Section VII.A.6.a.
- K. “Grantor” is defined as the owner in fee simple of the real property that is subject to this Conservation Easement. The term “Grantor” shall include Grantor, its successors and

- assigns, and their respective authorized agents, contractors, and employees, and where specifically set forth herein, licensees, and lessees of Grantor, its successors and assigns.
- L. "Land Management Road" is defined as a route or track consisting of a bed of exposed mineral soil, gravel, or other surfacing material constructed for, or created by, the repeated passage of motorized vehicles and used primarily for forest management activities (refer to Exhibit C), but such definition does not include log landings, skid trails, skid roads, and Winter Haul Roads.
 - M. "Mature Forest" is defined as 50 foot or taller trees with a minimum basal area of 60 square feet per-acre containing a mix of native species, accompanied by the presence of representative levels of well distributed standing dead and downed trees.
 - N. "Mature Forest Goal" is defined in Section VII.A.6.
 - O. "Milestones" is defined in Section VII.A.6.
 - P. "MNAP" means the Maine Natural Areas Program, which is part of the Maine Department of Agriculture, Conservation and Forestry, or any successor State program or bureau that performs similar public functions.
 - Q. "MDIFW" means the Maine Department of Inland Fisheries and Wildlife, or any successor State agency or bureau that performs similar functions.
 - R. "NECEC" is defined as the New England Clean Energy Connect Transmission Line that runs from the Canadian border in Beattie Township, Maine to the point of interconnection to the New England power grid in Lewiston, Maine.
 - S. "Non-Intensive Outdoor Recreation" is defined as dispersed, non-commercial, non-exclusive, non-motorized individual or small group recreational activities that do not generally rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, hiking, nature observation, picnicking, boating, cross country skiing, snowshoeing, dog sledding, bicycling (including electric bicycles), horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, and enjoyment of open space; provided that the incidental use of the Protected Property by the public for these purposes supported by paid guides or outfitters is not commercial or exclusive use. The establishment by Grantor of permits and collection of access fees for use of campsites and other recreational facilities permitted under this Conservation Easement is also not commercial or exclusive use.
 - T. "Normal high watermark of the shore" is defined as that line on the shore of water bodies which is apparent from visible markings, changes in the character of the 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 (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Distances from the normal high watermark will be determined by horizontal measurement.
 - U. "Permitted Excavation Activities" is defined in Section VII.D.3.
 - V. "Plantation" is defined as stands that are artificially regenerated via intentional planting methods.
 - W. "Protected Property" is defined in Section II.A.
 - X. "Productive Forest Acres" are defined as any area capable of growing a crop of trees that can reach Mature Forest conditions. These areas will generally have a site index of 40 or greater or, at a minimum, the ability to support trees greater than 50 feet in height.

- Y. “Riparian Habitat Management Standards” are those standards for riparian areas contained in Section VII.A.6.
- Z. “Segment 1” is defined as the portion of the NECEC that runs from Beattie Township, Maine to The Forks Plantation, Maine.
- AA. “The Order” is defined as the MDEP Findings of Fact and Order, issued May 11, 2020, permitting construction of the NECEC, and the MBEP Findings of Fact and Order, issued July 21, 2022, affirming and amending the May 11, 2020, MDEP Findings of Fact and Order.
- BB. “The Parties” is defined as Grantor, Holder, and MDEP, for third party enforcement purposes.
- CC. “Wetland” means any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils. In most cases, this would include areas below a recognizable debris line resulting from recurring, not extreme, water action. The “upland edge” of a wetland is the boundary between the upland and wetland, and not the edge of open water. Refer to Exhibit D for a map of wetlands and streams existing at the time of recording this Easement.
- DD. “Winter Haul Road” means a route or travel way that is utilized for Commercial Forest Management Activities conducted exclusively during frozen ground conditions. Winter Haul Roads must follow applicable Best Management Practices.

IV. PURPOSES

The purposes of this Conservation Easement (the “Conservation Purposes”) are to conserve in perpetuity habitat in the vicinity of NECEC Segment 1 with sufficient Mature Forest acreage to mitigate and offset the effects of habitat fragmentation associated with the construction and maintenance of NECEC Segment 1, including the related edge effect; to promote habitat connectivity and conservation of Mature Forest areas; and to provide conservation compensation for the NECEC.

The Conservation Purposes of this Conservation Easement are also to ensure the forests on the Protected Property are managed to maintain a healthy, biologically diverse, productive, and Mature Forest with diverse age classes; to conserve in perpetuity the Conservation Values of the Protected Property including wildlife and ecological values; to conserve water quality, wetlands, and riparian values; and to provide guaranteed access to and use of the Protected Property by the general public for Non-Intensive Outdoor Recreation.

Grantor covenants that no acts or uses that are inconsistent with the Conservation Purposes shall be conducted on the Protected Property.

V. RECITALS

The following recitals (the “Recitals”) more particularly describe the conservation attributes and Conservation Values of the Protected Property and the significance of this grant:

WHEREAS, Grantor is the sole owner in fee simple of 50,063 +/- acres of real property in Somerset County, as the same is described in Exhibit A, and wishes to convey a Conservation Easement over the 50,063 +/- acre Protected Property, which consists of substantially undeveloped forested land;

WHEREAS, the Protected Property is in the vicinity of Segment 1;

WHEREAS, in connection with the NECEC, the MDEP and the MBEP issued the Order;

WHEREAS, because of the impacts of the NECEC, the Order requires NECEC Transmission LLC to permanently conserve 50,000 acres of land in the vicinity of Segment 1 to, among other things, ensure the protection of wildlife;

WHEREAS, the Order requires NECEC to create and implement a Conservation Plan, as described and defined in the Order;

WHEREAS, the Conservation Plan has as its primary goal compensation for the fragmenting effect on habitat of the NECEC, and the related edge effect, by promoting habitat connectivity and conservation of Mature Forest areas;

WHEREAS, the Order allows commercial timber operations on the Protected Property provided that such operations are consistent with the conservation of Mature Forest areas;

WHEREAS, the Protected Property is desirable for conservation in furtherance of the goals of the Conservation Plan and includes the following conservation values to be conserved (collectively, the "Conservation Values"):

- a. The Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding values including sizeable Mature Forests, large blocks of wildlife and plant habitat, rare, threatened, and endangered species and their associated habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds and other water bodies, and unique natural features, all of which are further quantified and delineated in the Baseline Documentation.
- b. The Protected Property has ecological importance as wildlife and fisheries habitat. Conservation of the Protected Property under the terms of this Conservation Easement, by prohibiting development of the Protected Property in excess of that allowed under this Conservation Easement, will have a permanent, beneficial impact on the ecological benefits of such areas and species.
- c. The Protected Property provides habitat that is suitable for diverse wildlife species of conservation interest, including mammals such as pine marten and white-tailed deer, as well as brook trout, landlocked salmon, other fish, and many species of forest interior dwelling birds, waterfowl, reptiles, and amphibians.

- d. The Protected Property contains identified recreational areas important to the people of the State of Maine, and guaranteed access to and use of the Protected Property by the general public for Non-Intensive Outdoor Recreation in perpetuity, consistent with the preservation and protection of the other values of the Protected Property and Grantor's reserved rights, is in the public interest;

WHEREAS, subject to the terms of this Conservation Easement and an approved Forest Management Plan, the continued management of the Protected Property as a dynamic landscape at different stages of growth, ages, and composition to develop and conserve Mature Forest is compatible with the preservation and promotion of habitat connectivity, minimizes fragmentation of forest ecosystems, and provides more permanent forest and habitat resiliency;

WHEREAS, pursuant to 33 M.R.S. § 476(2)(A) and 12 M.R.S. § 1850(1), Holder may acquire and hold a conservation easement on the Protected Property, which conservation easement is a component of the Conservation Plan required by the Order;

WHEREAS, the Parties have prepared and completed the Baseline Documentation at the time of the recording of this Conservation Easement, which, in accordance with Section VII.A.5, is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement;

WHEREAS, the Parties desire to implement certain restrictions on the use of the Protected Property, impose obligations on Grantor and any future owners of the Protected Property, and grant rights to Holder, and the MDEP, with respect to the Protected Property, in perpetuity, as set forth in this Conservation Easement; and

WHEREAS, the MDEP, has approved this Conservation Easement by order dated [REDACTED].

VI. INCORPORATION OF PURPOSES AND RECITALS

NOW THEREFORE, in consideration of the foregoing Conservation Purposes and Recitals, and for the benefit of the public, the Parties have established this Conservation Easement on, over, under, and across the Protected Property consisting of the following terms, covenants, and restrictions, which shall run with and bind the Protected Property in perpetuity.

VII. RESTRICTIONS AND RESERVED RIGHTS

Except for the rights expressly conveyed by this Conservation Easement to Holder (hereinafter "Holder's Affirmative Rights"), and except for the restrictions stated in this Conservation Easement, Grantor retains all ownership rights in the Protected Property and may use the Protected Property for any lawful purpose, including, without limitation, those uses expressly reserved by Grantor herein (hereinafter "Grantor's Reserved Rights"), provided that any such use is consistent with the Conservation Purposes of this

Conservation Easement. Any activities on or uses of the Protected Property that are inconsistent with the Conservation Purposes are prohibited. Without limiting the generality of the foregoing, the following restrictions and other terms are applicable to the Protected Property.

A. LAND USE

1. **Limitations on Development; Exceptions.** Residential, industrial, and commercial activities and development, quarrying, mining, mineral development, alteration of watercourses and water bodies, and building development activities are prohibited on the Protected Property, except as permitted for the authorized uses in this Conservation Easement, including but not limited to: Commercial Forest Management Activities (see Section VII.A.6), Permitted Excavation and Use of Gravel, Sand, and Rock, (see Section VII.D.3), Ecosystem Service Markets (see Section VII.A.4), Forest and Vegetation Management (see Section VII.E), Incidental Operations (see Section VII.E) and for the enhancement of Non-Intensive Outdoor Recreation as defined herein and other activities expressly permitted by this Conservation Easement or reserved by Grantor.

Without limiting the generality of the foregoing restriction, except as currently exists as reflected in the Baseline Documentation, residential housing units, condominiums, trailer parks, mobile homes, high-intensity lighting, motels or hotels, commercial advertising, billboards, towers, antennas or equipment for telecommunications or radar, solar power or wind power structures or transmission lines, and use of the Protected Property as an aircraft landing site except in an emergency, are all specifically prohibited.

2. **Storage and Disposal of Waste; Organic Matter; Hazardous Substances Associated with Commercial Forest Management.** Discharge of wastewater into surface or ground waters on or under the Protected Property is prohibited. It is forbidden to dispose of, or store, on the Protected Property, rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substances, or other unsightly or offensive waste material. Except that organic matter and logging slash generated on the Protected Property, but not elsewhere, may be used, stored, or disposed of on the Protected Property as part of Commercial Forest Management Activities. Other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, all in accordance with applicable state, local, and federal law. Notwithstanding the foregoing, fuel and other hazardous or toxic substances used in the ordinary course of conducting Commercial Forest Management Activities on the Protected Property may be stored thereon in accordance with applicable state, local, and federal laws and regulations.
3. **Limitations on Additional Easements and Other Rights.**
 - (a) **Access and Utility Easements.** With respect to State Route 201, Holder may provide its prior written approval if such easement rights minimize adverse impacts to the Conservation Values and Holder determines that such easement rights are: (1)

necessary for the Maine Department of Transportation to comply with federal or state law or (2) necessary for public safety.

(b) Leases and Licenses. No new leases, licenses, or other interests in land that establish a right-of-way, corridor of ingress or egress, driveway, road, utility distribution or service line, or tower shall be granted, constructed, developed, or maintained into, on, over, under, or across the Protected Property without the prior written approval of the Holder. Notwithstanding the foregoing, advanced notice to Holder shall not be required for short-term and temporary licenses or leases across existing rights-of-way or land, so long as such licenses or leases do not include any land-clearing activities. For purposes of this Section VII.A.3(b), short-term and temporary means less than three years. Sugar bush leases may be granted, provided that Grantor obtains the Holder's prior written approval.

(c) Conservation Easements. No additional conservation easements or deed restrictions shall be placed on the Protected Property without the prior written approval of the Holder.

4. **Ecosystem Service Markets.** Grantor may participate in ecosystem service market programs, including but not limited to carbon credit programs and stream, wetland, and species mitigation credit programs, that are consistent with this Conservation Easement and that do not affect Holder's right of enforcement of the Conservation Easement.

5. **Baseline Documentation.** To describe the present condition of the Protected Property and its relevant natural features, resources, and conditions, Grantor and Holder have established an inventory of the same (the "Baseline Documentation") and have certified the same as an accurate representation of the condition of the Protected Property as known to them as of the date of this grant. The Baseline Documentation is incorporated into this Conservation Easement by reference.

Holder will prepare addenda to the Baseline Documentation from time to time to document changes to the Protected Property. Such addenda will become a part of the Baseline Documentation upon the mutual approval of Grantor and Holder. Holder will forward copies of such addenda to Grantor for Grantor's records. Holder also shall provide to MDEP, upon request, copies of the then-current Baseline Documentation with all applicable addenda.

6. **Land Uses in Accordance with a Forest Management Plan, Best Management Practices, and Applicable Laws and Regulations.**

To establish and maintain in perpetuity wildlife travel corridors along riparian areas and between Mature Forest habitat, a 100-foot no-harvest buffer must be maintained around all perennial streams and associated open wetlands as depicted in the Baseline Documentation beginning at the normal high-water line (up to no more than approximately 2,400 acres), and management must be maintained for continuous Mature Forest habitat from 100 feet to 330 feet from the normal high water line (up to no more

than approximately 4,500 additional acres). Harvesting equipment crossings of these perennial streams is prohibited, except to construct road or skid trail crossings, as described in the Annual Report described in subsection VII.E.1(c)ii., to facilitate Commercial Forest Management Activities, in which case those crossings will be minimized and constructed to protect streambank integrity (all of the preceding in this paragraph being “Riparian Habitat Management Standards”).

At a minimum, Commercial Forest Management Activities must result in 50% of the Productive Forest Acres as identified in the Baseline Document and Forest Management Plan of the protected property with 50 foot or taller trees consisting of a mix of native species with a minimum basal area of 60 square feet per acre of live trees, accompanied by representative levels of well distributed standing dead and downed trees where present prior to management activity no later than December 31, 2065, and thereafter in perpetuity (the “Mature Forest Goal”). Progress toward the Mature Forest Goal will be made at the following rates: 13% in 2025, 20% in 2035, 30% in 2045, 40% in 2055, and 50% in 2065 (collectively, “Milestones”). Progress toward reaching the Milestones and Mature Forest Goal will be provided to Grantor in annual progress reports and, as necessary, addressed in updates to the Forest Management Plan. Holder has the right to seek verification of Grantor’s measurements toward reaching the Milestones and Mature Forest Goal, provided that such verification is performed by the Maine Forest Service or another third party agreed to by Grantor. Notwithstanding the above, Grantor and the Holder agree that in the event that a hurricane, fire, flood, drought, disease, or forest health pest outbreak causes or substantially contributes to the failure of Grantor to meet the Milestones or Mature Forest Goal (“Force Majeure Event”), then Grantor shall not be found in non-compliance with this Conservation Easement. Following such an event, the Grantor and Holder shall work cooperatively to revise the Forest Management Plan in furtherance of the Conservation Values of this Conservation Easement, which may include deferring further harvests until the Mature Forest Goals are met. Any further harvesting shall require prior written approval of the Holder and give priority to restoring progress towards the Milestones and the Mature Forest Goal.

A Forest Management Plan (the “Forest Management Plan”) must be developed for the Protected Property as required by the Order. All permitted land use activities on the Protected Property must be conducted in accordance with applicable local, state, and federal laws and regulations and Best Management Practices, in a manner consistent with the Purposes and other terms of this Conservation Easement, and in conformity with the Forest Management Plan.

- (a) Forest Management Plan. As of the date of this Conservation Easement, Grantor has submitted a 10-year Forest Management Plan, for Holder approval, that meets the requirements set forth in this Section VII.A.6. The Forest Management Plan has been prepared for Grantor by one or more professional foresters licensed in the State of Maine and has been approved by the Holder and MDEP as consistent with the terms of this Conservation Easement. All permitted land use activities on the Protected Property, including Commercial Forest Management Activities, must be conducted in accordance with the approved Forest Management Plan, except for preliminary

resource evaluation. Updates to the Forest Management Plan must be completed every ten years and prepared by a professional forester licensed in the State of Maine and must comply with the requirements of this Conservation Easement. The Grantor must provide to Holder a copy of the Forest Management Plan. As specified in Section VII.A.6(f), Grantor must also provide to Holder for Holder's review, but not for Holder's approval, a copy of the ten-year updates to the Forest Management Plan.

(b) Provisions of the Forest Management Plan - General. The Forest Management Plan must include, at a minimum, the following information:

- i. identification of the natural and physical features of the Protected Property at the time of adoption and at the time of periodic updates of the Forest Management Plan, including forest types, species composition, current stocking levels, age, quality, health, and relevant stand history to the extent known; current and planned harvest areas; existing access routes; wetlands and water bodies; and locations of special plant or wildlife habitat, including significant wildlife habitats, habitat for rare, threatened, or endangered plant and wildlife species, and rare or exemplary natural communities identified in publicly available information; and other special management areas;
- ii. a description of Grantor's actions to protect and manage soil productivity and water quality, including, where Commercial Forest Management Activities are undertaken, practices to be employed upon completion of harvesting operations to ensure soil stabilization as may be required to comply with Best Management Practices, or other comparable or more protective standards for soil and water protection acceptable to Grantor and approved in advance by Holder;
- iii. a description of how Commercial Forest Management Activities and other permitted activities will be conducted to: (1) minimize impacts to important plant and wildlife habitats present; (2) manage known site-specific occurrences of animal and plant species that are listed by state or federal agencies as endangered, threatened, or of "special concern" for such time period as such species are so listed; and (3) meet the requirements of state and federal law regarding threatened and endangered species and include best management practices for these species as proposed during consultation with MDIFW. So long as appropriate consultations are conducted and documented, the requirements of this section will be considered complete for Forest Management Plan approval.
- iv. a description of the foreseeable situations in which chemical applications will be recommended, including the type, method of application, and recommended measures to protect water quality, fish and wildlife, and public safety.
- v. management guidelines and restrictions for the following areas: (1) Deer Wintering Areas as mapped by the MDIFW or successor agency; and (2) vernal pools, Bat Hibernacula, Inland Wading Bird and Waterfowl Habitats, Heritage Fish Waters, and rare / exemplary natural communities, as identified by MNAP.

Management guidelines and restrictions on activities within these areas should be consistent with this Conservation Easement, Best Management Practices, and MDIFW and MNAP recommendations, and with goals of improving forest health, promoting Mature Forest, and protecting plant and wildlife habitat and water quality. So long as appropriate consultations are conducted and documented, the requirements of this section will be considered complete for Forest Management Plan approval.

- vi. a description of the Milestones and how the Protected Property will be managed to meet the Mature Forest Goal to provide for blocks of areas of habitat for species preferring Mature Forest habitat and wildlife travel corridors along riparian areas and between Mature Forest habitat; and
- vii. a description and mapping of known recreational spots and trails used by the public; and
- viii. a copy of this Conservation Easement as an Appendix to the Forest Management Plan.

(c) Additional Provisions of the Forest Management Plan Specific to Commercial Forest Management Activities. The Forest Management Plan must contain the following additional information:

- i. a description of forest management goals and how forestry methods and actions proposed will meet the Mature Forest Goal and other requirements of Section VII.A.6, protect forest health, and are consistent with the Conservation Purposes and other terms of this Conservation Easement, taking into account the natural structure, function, and dynamics of the forest to the extent practicable given baseline forest conditions as of the date of this Conservation Easement;
- ii. a recent or reasonably updated forest inventory at a density appropriate to the scale and history of the forest on the Protected Property, including current stand-typing information (forest type-size-density classes), species, size classes, and products for the Protected Property as of the date of the Forest Management Plan or Forest Management Plan update;
- iii. a representation of progress made toward reaching Milestones and the Mature Forest Goal.

(d) Term of the Forest Management Plan. Grantor must submit to the Holder at least every ten years an update to the Forest Management Plan prepared for Grantor as provided in Section VII.A.6(a) above, for the Holder's review as provided in Section VII.A.6(f) below. Nothing herein shall prohibit Grantor from submitting a new or updated Forest Management Plan more frequently than every ten years provided, however, that any revised Forest Management Plan submitted during the first ten years must be approved by the Holder. The Forest Management Plan must encompass the entire portion of the Protected

Property owned by Grantor and is subject to the Holder's review pursuant to Section VII.A.6.f below.

- (e) Property Transfer; Forest Management Plan adopted by a subsequent owner. In the event of a transfer of title of the Protected Property, a subsequent owner must adopt a Forest Management Plan. This may be done either: (1) with notice to the Holder, by adopting the prior owner's existing Forest Management Plan for the Protected Property and if so adopted, operating consistently with that plan, or (2) by submitting a new Forest Management Plan. Upon review of such new Forest Management Plan by the Holder pursuant to Section VII.A.6(f) below, such Forest Management Plan is considered adopted by the new owner, and that owner must operate within the constraints of such Forest Management Plan and in accordance with the terms of the Easement.
 - (f) Holder Review. Grantor must provide to the Holder any proposed Forest Management Plan or amendments to the Forest Management Plan. Within 45 days of receipt of the amended Plan, the Holder will provide written comments to Grantor identifying and explaining any portion of the Forest Management Plan that the Holder finds to be inconsistent with the terms of this Conservation Easement and that could result in a violation of this Conservation Easement. The Holder's review will only be based on whether the Plan contains all the required plan elements and is consistent with the terms of this Conservation Easement. If the Holder does not provide comments within 45 days, the proposed or amended Forest Management Plan shall be deemed adopted. Upon adoption, the Grantor shall ensure that all forest management activities are conducted in accordance with both the adopted Forest Management Plan and the terms of this Conservation Easement. The Parties acknowledge that the purpose of the Forest Management Plan is to guide management activities so that they are in compliance with this Conservation Easement, and that, barring a Force Majeure Event, the actual outcomes resulting from management activities on the Protected Property will determine compliance with this Conservation Easement. The Holder's right to provide comments or failure to exercise that right does not constitute a waiver of the terms of this Conservation Easement.
7. **Maintenance of Boundaries.** It is Grantor's responsibility to, at Grantor's cost and expense, locate and keep the boundaries of the Protected Property clearly marked on the ground. Notwithstanding the foregoing, Holder has the right, but not the obligation, to maintain the boundaries of the Protected Property so that they are readily visible and identifiable. In the event of a suspected or material infringement or encroachment on the Protected Property, Grantor is solely responsible for establishing and re-establishing the boundary through flagging or blazing, or as necessary by surveying the boundary of the Protected Property affected by the suspected or material infringement and for an appropriate distance on either side of the affected area to prevent or abate unauthorized actions of a third party in violation of this Conservation Easement.

B. SUBDIVISION

1. **Limitation on Division.** The Protected Property shall remain in its current configuration without subdivision, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease, or contract of any portion of the Protected Property into separate ownership or control from the remainder of the Protected Property. Notwithstanding the preceding, Grantor may subdivide, convey, and re-convey the Protected Property or any portion thereof solely for the purpose of allocating distinct parcels (“Tax Parcels”) as part of an intra-company transfer, if all of the following conditions are met: (1) a Tax Parcel can only be conveyed to a parent, subsidiary, affiliate, or successor of the Grantor; (2) no Tax Parcel can be subsequently conveyed to any party that is not a parent, subsidiary, affiliate, or successor of the Grantor, unless all of the Protected Property is conveyed simultaneously to that same transferee; (3) all parcels comprising the Protected Property must be managed as a single unit with a single Forest Management Plan and Annual Report, and all terms of this Conservation Easement shall apply to all parcels as if they constituted a single, unified parcel of land; (4) all notices, consents, and approvals for all parcels comprising the Protected Property shall be sent to a single contact as provided herein under Section VIII.B; (5) such Tax Parcels may be held by no more than six (6) distinct legal entities at any one time; and (6) Grantor provides Holder 30 days written notice prior to the creation or conveyance of any Tax Parcel.
2. **Boundary Line Agreements.** Grantor may enter into boundary line agreements relating to the Protected Property to resolve bona fide boundary line disputes with the prior written approval of the Holder, which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement must not be reduced by a material amount as a result of any such agreement without court order. For purposes of this section, “bona fide boundary line dispute” means a dispute, disagreement, or discrepancy regarding the location of a boundary line between the Protected Property and an abutting parcel arising from inconsistencies in deed descriptions, surveys, historic use, or irregularities in boundary markers. Any land acquired by Grantor by virtue of such boundary line agreements will become subject to this Conservation Easement, unless Holder agrees otherwise, and any land conveyed to a third party by virtue of such boundary line agreements will, upon such conveyance, be deemed released from this Conservation Easement. Land acquired or conveyed to a third party by virtue of a boundary line agreement shall be memorialized by amendment to this Conservation Easement, which amendment shall update the Exhibit A Legal Description and attach a new Exhibit B Survey Plan, which shall be a survey showing the area affected by the boundary line agreement.
3. **Certain Exception - Conveyances to State Agencies.** The fee interest in any portion of the Protected Property may be conveyed to the State of Maine for permanent conservation ownership, subject to the terms of this Conservation Easement. Such conveyance does not constitute a division, partition, subdivision or other legal or de facto creation of lots or parcels in separate ownership under this Section VII.B.

4. **Development Rights Extinguished.** Except as provided for by the terms of this Conservation Easement, all rights to develop or use the Protected Property that are expressly prohibited by this Conservation Easement are hereby extinguished, and as a result of such extinguishment, shall not be available for transfer to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Neither the Protected Property nor any portion thereof may be included as part of the gross area of any other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under an otherwise applicable statute, regulation, or ordinance controlling land use and building density.

C. STRUCTURES

Existing buildings and structures on the Protected Property, as documented in the Baseline Documentation, may be maintained, repaired, or reconfigured, provided they remain within the same footprint, are not expanded, and are in accordance with applicable land use and building laws and regulations.

Except as provided below, no additional structures or towers of any kind, temporary or permanent, may be located on the Protected Property. Structures that are permitted include:

1. **Minor Non-Forestry/Recreational Structures.** Grantor reserves the right, but not the obligation, to install, maintain, replace, and relocate on the Protected Property minor, small scale structures to enhance the opportunity for, and management of, Non-Intensive Outdoor Recreation by the public, including, but not limited to: trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, bog bridges, water bars, bridges to be used for recreational purposes, boardwalks, platforms, and railings; wells and springs for fresh water supply; small boat platforms, out hauls, and docks; primitive campsite facilities, fire rings, pit toilets, picnic tables, temporary tents for camping, and tent platforms; wildlife observation stations; study markers and grids; barriers or low fences to protect fragile areas and areas under active management or study; and gates or barriers to control unauthorized use or prevent or limit access by motor vehicles, provided that if Grantor erects any such permanent barriers or gates across roads and access points Grantor must notify Holder and post signs notifying members of the public that pedestrian access is permitted at the location of each barrier or gate, or allow the Holder to post such notice. Grantor must provide Holder with a key or code to be able to access the Protected Property as provided for in Section X.A.
2. **Forestry Structures and Improvements.** Grantor reserves the right to install, maintain, replace, and relocate on the Protected Property the following improvements and structures (“Forestry Structures and Improvements”) necessary or appropriate to accomplish allowed Commercial Forest Management Activities, consistent with the Forest Management Plan:
 - (a) minor improvements and structures including but not limited to gates, barriers, and boundary markers;

- (b) temporary structures and improvements, including, but not limited to, temporary equipment sheds, temporary sawmills, temporary office trailers and shelters for workers, portable privies, and additional similar types of temporary structures (for purposes of this section, “temporary” means that such structures are situated in a particular location for five years or less and are not thereafter situated or erected at that same location during a period of time which is one year from the date of removal of the same), but in no case shall a temporary structure include a permanent foundation; and
- (c) Land Management Roads, Winter Haul Roads, skid trails and roads or other logging trails, and associated bridges, drainage, and support structures in accordance with the Forest Management Plan and Section VII.A.6.

3. **Remedy for Adverse Conditions.** When Forestry Structures and Improvements cease to be used, as evidenced by the cessation of their use for a period of two (2) consecutive years and lack of maintenance, and such cessation of use and lack of maintenance results in an unsafe condition, a danger to human health, or a threat to the environment (an “adverse condition”), then Grantor must either remedy such adverse conditions, or remove such improvements, which may include burning or burying any decaying structures. If so removed, the site of such structures, improvements and utilities must be revegetated with native species and stabilized, all at Grantor’s cost and expense. This does not apply to roads generally but does apply to road-stream crossing infrastructure.
4. **Notice.** Before commencing site preparation, construction, or relocation of any Land Management Roads or bridges (but specifically excluding routine maintenance, repair and replacement of existing roads and bridges for which no notice and/or approval are required) Grantor must notify Holder if such planned activities have not been previously described in the Forest Management Plan or Annual Report described in Section VII.A.6. Such notice and descriptions must, at a minimum, provide sufficient information to enable the State to determine whether the proposed activities are consistent with the terms of this Conservation Easement.

D. SURFACE ALTERATIONS

As of the date of this grant, there are no surface alterations on the Protected Property except for unpaved snowmobile trails, ATV trails, foot trails, skid trails, unpaved woods roads and timber landing areas, and culverts and similar erosion control systems, gravel pits, and alterations associated with existing structures, all of which are described in the Baseline Documentation.

No additional filling, dumping, excavation, quarrying, mining, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands, except that Grantor reserves the following rights:

1. **Maintenance of Existing Surface Alterations.** Grantor reserves the right to maintain existing surface alterations described above in this Section VII.D, and the right to alter the

surface to the extent reasonably necessary to exercise the rights conveyed or reserved in Sections VII.C (“Structures”), VII.E (“Forest and Vegetative Management”), and Section VII.F (“Access”).

- 2. Establishment of Trails, Roads, Parking Areas, and Certain Facilities.** Grantor reserves the right to construct, install, maintain, and relocate Land Management Roads, including culverts, bridges, other similar drainage and support structures and erosion control devices, Winter Haul Roads, gates, skid trails and skid roads, timber landing areas, and equipment and vehicle parking areas, associated with Grantor’s Reserved Rights, including to support Commercial Forest Management Activities and Non-Intensive Outdoor Recreation on the Protected Property; provided that any such roads, parking areas, and water crossings shall abide by applicable local, state, and federal laws and regulations. The establishment of any new Land Management Roads or the relocation of existing Land Management Roads requires prior written approval from Holder. Grantor reserves the further right, but not the obligation, to establish and maintain, or allow others to establish and maintain, additional unpaved footpaths and recreational trails for Non-Intensive Outdoor Recreation, with notice to Holder, and provided that they are located and designed in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat.

Public parking areas may be permitted subject to the prior written approval of the Holder, provided they are reasonably small and scaled to meet the intended use, unpaved, and consistent with the terms of this Conservation Easement.

All such activity by Grantor must be conducted in a manner that is consistent with the Forest Management Plan and in compliance with any applicable statutory and regulatory requirements, Best Management Practices, and the terms of this Conservation Easement.

3. Permitted Excavation and Use of Gravel, Sand, and Rock.

- (a) Uses: Except where otherwise specifically prohibited or restricted by this Conservation Easement, Grantor reserves the right to excavate, remove, and use gravel, sand, and rock found on the Protected Property in connection with the following permitted activities (the “Permitted Excavation Activities”):
- (i) the exercise of Grantor’s Reserved Rights on the Protected Property;
 - (ii) the construction of and maintenance of:
 - (aa) Land Management Roads, timber landings, and trails on the Protected Property;
 - (bb) Roads or trails providing public pedestrian and vehicular access, on, over, and across the Protected Property; and
 - (cc) Public parking areas as described above in VII.D.2.

- (iii) the commercial sale of gravel, sand, and rock to any third party.
 - (iv) as may be provided to the Holder by Grantor, at Grantor's option, to support the Holder's rights herein.
- (b) Standards: Grantor's Permitted Excavation Activities, including any reclamation undertaken following such activities, shall be conducted in accordance with the following standards:
- (i) the exposed mineral surface of any new gravel, sand, or rock pit shall be limited to not more than ten (10) acres of exposed mineral surface per site at any time with not more than an aggregate of seventy (70) acres exposed at any one time, and a total aggregate area of mined acreage in perpetuity of one hundred fifty (150) acres for all Permitted Excavation Activities. For any existing pit larger than 10 acres that is identified in the Baseline Documentation, Grantor may continue extractions without changing the footprint of the pit. Changes to the footprint of any such pit must bring the resulting pit within the 10-acre limitation, but not expand further until such portions have been restored to bring the pit within 10 acres in size.
 - (ii) All Excavation Activities are prohibited within 330 feet of mapped perennial streams as depicted in Exhibit D. For existing pits in riparian buffers, there shall be no expansion of such pits.
 - (iii) Grantor shall take measures to prevent erosion and sedimentation from the Permitted Excavation Activities into all waterbodies, which measures may include ditches, sedimentation basins, dikes, dams, or such other control devices that are effective in preventing sediments from being eroded or deposited into such water body.
 - (iv) All excavation activities are prohibited below an elevation that is two (2) feet above the seasonal high groundwater level.
 - (v) No fuel, petroleum products, salt, or chemicals may be routinely stored in any gravel pit.
 - (vi) No equipment may be routinely fueled in any gravel pit.
- (c) Reclamation of sites. All gravel, sand, and rock pits created or re-opened after the recording of this Conservation Easement shall be reclaimed and restored with native vegetation within two (2) years after Grantor determines that such pits are exhausted. Upon reclamation, such pits will no longer count toward the 70-acre aggregate cap of exposed acres at any one time identified in Section VII.D.3(b)(i).

4. **Excavation for Research Purposes.** Grantor reserves the right, subject to prior notice to the Holder, to permit limited excavation of the surface of the Protected Property for ecological, educational, scientific research, or cultural or archeological investigation conducted under then generally accepted professional standards that will not adversely impact the Conservation Values of the Protected Property. Excavation permitted by this Section VII.D.4 must not exceed one (1) acre in the aggregate exposed at any one time, without the prior written approval of the Holder.

E. FOREST AND VEGETATIVE MANAGEMENT

As of the date of this grant, the Protected Property remains largely undeveloped and predominantly forested. Silvicultural practices on the Protected Property must prioritize the conservation of Mature Forest habitat within a dynamic landscape that includes forests at various stages of growth, age, and composition. These practices shall, as set forth in the Forest Management Plan, ensure achievement of the Mature Forest Goal, enhance habitat connectivity, and establish permanent wildlife travel corridors along riparian areas.

Grantor reserves the right to manage vegetation on the Protected Property for commercial and non-commercial purposes in a manner that ensures achievement of the Mature Forest Goal. All such management must be in accordance with the Forest Management Plan.

1. **Vegetation Management for Commercial Forestry Purposes.** Grantor reserves the right to manage the vegetation on the Protected Property in accordance with the Forest Management Plan and as set forth below in this Section VII.E.1.

Vegetation management on the Protected Property should encourage a full range of site adapted native species and be consistent with the Conservation Purposes of the Conservation Easement. Existing Plantations are shown on Exhibit E and described in the Forest Management Plan and may be counted as Mature Forest. New Plantations may be created up to a total aggregate of 4,000 acres total in Plantations at any one time, but such new Plantations may not count as Mature Forest. Grantor shall consult with Holder in advance of establishing new Plantations utilizing any species that are not native to the State of Maine or the Acadian forest; provided that in no event shall Grantor utilize in Plantations any non-native species identified on the list of Regulated Invasive Terrestrial Plant Species developed by the Department of Agriculture, Conservation and Forestry, as currently set out at Chapter 273 and may be later amended.

- (a) **Waiver in Specific Circumstances.** Grantor and the Holder agree that in the event of a hurricane, fire, flood, drought, or similar event or if an insect, disease, or forest health pest outbreak occurs and sanitation or salvage harvests are necessary to prevent the outbreak from spreading to adjacent stands then the restrictions in this Section VII.E.1 may be temporarily waived with the prior written approval of the Holder.
- (b) **Supervision of Timber Harvesting.** Timber harvesting on the Protected Property must be supervised by a professional forester licensed in the State of Maine.

(c) Grantor's Reporting Obligations.

- (i) From time to time or upon request, Grantor will make best efforts to provide to the Holder copies of Forest Operations Notifications and other notifications regarding harvest locations, harvest activities, and related information (and all amendments, modifications changes, and supplements thereto) applicable to the Protected Property (the "Harvest Notifications") simultaneously with Grantor's transmittal of the same to the State of Maine, Department of Agriculture, Conservation and Forest, Bureau of Forestry (a/k/a the Maine Forest Service) or successor agency.
- (ii) Grantor must provide the Holder with a written annual report that accurately describes the forestry and other activities on the Protected Property during the preceding year, including harvest locations ("Annual Report"). Grantor must also describe in the Annual Report the estimated location, silvicultural objectives, and timing of all forestry operations and other activities planned for the coming year, including planned skid trail crossings. In the report, Grantor must also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan.
- (iii) Grantor must provide the Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the Annual Report.

2. **Vegetation Management to support Non-Intensive Outdoor Recreation and Affirmative Rights Conveyed to the State.** Grantor has the right, but not the obligation, to manage vegetation by cutting, pruning, and planting as necessary to accommodate Non-Intensive Outdoor Recreation in accordance with the Forest Management Plan and as set forth in Section VII.F. Such vegetation management may include the minimal removal of vegetation for safety purposes and for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that all such vegetation management must be conducted in a manner that does not adversely impact the Conservation Values and scenic character of the Protected Property; and further provided that no new openings or clearings in the forest greater than one-half (1/2) acre are permitted for such purposes without the prior written approval of the Holder.
3. **Incidental Operations.** Small-scale commercial or industrial operations incidental to and compatible or in connection with activities and uses expressly permitted under this Conservation Easement, such as commercial guiding, hunting bear over bait, and similar commercial recreational ventures, are allowed on the Protected Property. Subject to Holder's prior written approval, the processing and sale of products produced on the Protected Property incidental to and compatible or in connection with activities and uses permitted under this Conservation Easement are allowed on the Protected Property.

F. ACCESS

1. **Non-Motorized Public Access On and Across the Protected Property.** Grantor must permit public access on and across the Protected Property for Non-Intensive Outdoor Recreation in accordance with this section.

Grantor agrees to take no actions to prohibit or discourage non-motorized access by the public on or over the Protected Property for Non-Intensive Outdoor Recreation, subject to reasonable rules and regulations as provided in Section VII.F.3 and the Forest Management Plan.

2. **Fees.** Neither Holder nor Grantor may charge the public fees for access to or use of the Protected Property for Non-Intensive Outdoor Recreation. Under no circumstances may Grantor retain or allow exclusive use of the Protected Property to any person or entity for recreational purposes.
3. **Rules and Regulations.** Grantor may make reasonable rules and regulations for managing or prohibiting any of the following uses for Non-Intensive Outdoor Recreation: night use; camping; noise-generating activities; open fires; use of motor vehicles; paid guides, outfitters, or services; access by domesticated animals or pets; bear baiting or hunting with dogs; any use that may interfere with or be harmful to members of the public using the Protected Property, adversely impact the Conservation Values of the Protected Property, or the proper exercise of Grantor's reserved rights. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property, and to relocate designated trails, to protect fragile areas under study, or for safety purposes during Commercial Forestry Management Activities, or during other permitted management activities that may pose a hazard to recreational users or to ensure safety, to permit necessary maintenance, or to preserve scenic, ecological, or other Conservation Values of the Protected Property. Grantor shall make best efforts to provide prompt written notice to Holder for any restrictions to public access guaranteed under this easement where such restrictions either: a) are anticipated to last for more than one season; or b) will or may significantly affect Non-Intensive Outdoor Recreation (e.g., mainline road closures, trail access) or Holder's rights of monitoring and enforcement.
4. **Recreational Use Statute.** Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, Grantor or Holder for any injury to person or damage to property or loss of life that may be sustained by any person as a result of any entry on or use of the Protected Property, nor shall anything in this Easement be construed to limit, reduce, or waive any of Grantor's or Holder's protections, rights, or immunities under 14 M.R.S. § 159-A. Grantor and Holder specifically claim and retain all the protections, rights, defenses, and immunities provided under Maine law to owners, lessees, managers, holders of an easement, or occupants of land, including the protections contained in 14 M.R.S. § 159-A.
5. **Rights Granted and Reserved.** Nothing in this Conservation Easement shall be construed to preclude Grantor's right to grant licenses for management, or additional

access on, over, or across the Protected Property for Non-Intensive Outdoor Recreation by the public, and for motorized or mechanized use by the public, subject to the prior written approval of the Holder, provided such licenses are consistent with the Conservation Purposes of this Conservation Easement and do not adversely impact the Conservation Values of the Protected Property.

Additionally, nothing in this Conservation Easement shall prevent or limit access by Grantor or Holder across the Protected Property by motor vehicles over existing or approved forest roads for monitoring, management, or emergency purposes.

VIII. NOTICES, CONSENTS, AND APPROVALS

- A. Notices, Consents, and Approvals Provided to Holder.** Any notices, consents, or approvals provided to the Holder required by this Conservation Easement must be in writing and must be personally delivered or sent by registered or certified mail, or other courier providing reliable proof of delivery, to the following person and address, or such other person or address as may be hereafter specified:

Director, Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333-0022

With a copy to

Office of Attorney General
Natural Resources Division
6 State House Station
Augusta, ME 04333

All other communication must be made by reasonable means under the circumstances. Notices to Holder or Holder's consent must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement.

- B. Notices, Consents and Approvals Provided to Grantor.** Any notices, consents, or approvals provided to Grantor required by this Conservation Easement must be sent by registered or certified mail, or other courier providing reliable proof of delivery, to Grantor's designee at the following address, or to such other person or address as may be hereafter specified:

[Redacted]

With a copy to

[Redacted]



All other communication must be made by reasonable means under the circumstances. Such notices to Grantor or requests for Grantor consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Grantor to determine whether the matter disclosed in the notice or the matter as to which consent is requested is consistent with the terms of this Conservation Easement.

- C. **Other Reasonable Methods of Communication.** Notwithstanding the foregoing, as an alternative to delivery by registered or certified mail or other courier as provided above, notices, consents, and approvals may be delivered by other reasonable methods, such as email communications, as mutually agreed upon in advance, in writing, by Holder and Grantor. Documents with original signatures shall be provided upon the request of either party.
- D. **Designation of Agent for Grantor in Certain Cases.** In the event that the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, such grantor entity, or the common or joint owners, must designate an agent to be responsible for the granting of approvals of Grantor and the receipt of notices on behalf of Grantor. If no single owner or agent is so designated, the approval of or notice to, any executive officer of the business entity, or any one common or joint owner, is deemed the approval of or notice to all.

IX. COSTS AND LIABILITIES

- A. **Payment of Taxes and Discharge of Liens by Grantor.** Grantor must pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and, subject to Section XII.G, avoid the imposition of any liens resulting from the actions of Grantor, its contractors and agents, which may impact Holder's rights hereunder. Subject to Section XII.G, Grantor must keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Holder must not incur any liens or encumbrances against the Protected Property, including, without limitation, those arising out of any work performed for, materials furnished to, or obligations incurred by Holder.
- B. **No Possessory Rights.** Except as provided in Section VII, 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 shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.
- C. **Limitation on Obligations of Holder.** Grantor is responsible for, and Holder shall have no responsibility whatsoever for, the operation of the Property, or the monitoring of hazardous and other conditions thereon, unless expressly undertaken by separate written

agreement. Notwithstanding any other provision of this Conservation Easement to the contrary, this Conservation Easement shall not be construed such that: (1) it creates in Holder the obligations or liabilities of an “owner” or “operator” as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 *et seq.*) or any successor or related law; (2) it creates in Holder’s obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3) or any successor or related law; or (3) Holder has any control over Grantor’s ability to investigate and remediate any hazardous materials associated with the Protected Property. The term “environmental laws” includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

X. HOLDER’S AFFIRMATIVE RIGHTS

In addition to the public access rights granted to Holder’s in Section VII.F (“Access”) and in Section VII.A.8 (“Maintenance of Boundaries”) herein, Holder has the following additional rights:

- A. Holder’s Right of Entry.** In a reasonable manner, Holder has the right to enter the Protected Property, including over roads owned by Grantor or rights of way or other access ways available to Grantor for access to the Protected Property, for inspection, monitoring, and enforcement purposes (see Exhibits B and C).

- B. Enforcement.** Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including, without limitation, the right to require the restoration of the Protected Property to a condition in compliance herewith and receive damages for irreparable harm due to violation hereof. If Holder becomes aware of a violation or threatened violation of the terms of this Conservation Easement, then Holder must give written notice to Grantor and request that Grantor take corrective action sufficient to cure the violation or prevent the threatened violation, except where emergency circumstances or prevention of a threatened breach of this Conservation Easement require more immediate enforcement action. Wherever in this Conservation Easement Grantor is afforded or retains a right to provide a plan or otherwise express an intention to take an action (regardless of whether Holder has any right to approve same), nothing in this Conservation Easement may be construed to impair Holder’s right to seek injunctive or other relief as necessary to enforce the terms of this Conservation Easement against a violation or threatened violation hereof.

If a court determines that this Conservation Easement has been or is likely to be breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney’s fees, and any other payments ordered by such court. Nothing contained in this Conservation Easement may be construed to preclude Grantor’s or Holder’s rights to recover damages from any third party for trespass or other

violation of their respective rights in this Conservation Easement and the Protected Property.

- C. Violations by Third Parties.** Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from the actions of a third party trespasser or any person who has been permitted on the Protected Property by Holder pursuant to this Easement; resulting from natural causes or environmental catastrophe beyond Grantor's control, such as insect infestation, fire, flood, storm, and earth movement; 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. Grantor must take all reasonable actions, consistent with customary standards for the management of comparable areas used for the same purposes as the Protected Property, to prevent or halt third parties from violating this Conservation Easement; such reasonable actions shall include informing Holder of such violations and requesting that Holder take appropriate enforcement action. Grantor and Holder, together or unilaterally, may take such action as may be reasonably necessary to remedy acts of authorized or unauthorized third parties that constitute a violation of this Conservation Easement. Furthermore, in the event of violations of this Conservation Easement caused by acts of third parties, at Holder's option, Grantor agrees to join in any suit for the purposes of pursuing enforcement action. Grantor shall remain responsible for violations of this Conservation Easement caused by acts of Grantor's employees, contractors, agents, invitees, guests, licensees, and other expressly or impliedly authorized third parties. As to violations arising from the acts or omissions of unauthorized third parties, Holder, together or unilaterally, shall have a right to enforce this Conservation Easement directly against Grantor if Grantor fails to cooperate with Holder in all reasonable respects to halt or abate the violation resulting from such acts or omissions, or fails to promptly report a known or suspected violation to Holder.
- D. Signs Identifying Holder.** Holder has the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points, to identify the Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.
- E. Third Party Enforcement Rights.** Pursuant to the Order, MDEP shall have all of the enforcement rights granted to Holder pursuant to this Section X, and shall act as a third party enforcer of this Conservation Easement.

XI. CONSERVATION EASEMENT REQUIREMENTS UNDER STATE AND FEDERAL LAWS AND REGULATIONS

- A. Conservation Purposes.** This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended at Title 26, U.S.C. Section 170(h)(1-6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended.

- B. Alternative Qualified Holder.** Holder is qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2) and under Internal Revenue Code Section 170(h)(3).
- C. Assignment Limitation.** The burden of the Conservation Easement created hereby shall run with the Protected Property and is enforceable against all future owners in perpetuity. The benefits of this Conservation Easement are not appurtenant to any particular parcel of land but are in gross.

This Conservation Easement may be transferred or assigned only to a qualified holder pursuant to 33 M.R.S. § 476(2) and under Internal Revenue Code Section 170(h)(3) that is willing and able to hold this Conservation Easement for the Conservation Purposes and expressly agrees to assume the responsibility imposed on by the terms of this Conservation Easement. Any such assignee or transferee has the like power of assignment or transfer; provided, however, that any such further transfer or assignment is subject to the prior written approval of the State of Maine, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands (or the successor State agency thereto). If the then-current Holder of this Conservation Easement ever ceases to exist or fails to carry out the responsibility imposed on the Holder by the terms of this Conservation Easement, then the State of Maine, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands (or the successor State agency thereto), in consultation with Grantor, will identify and select an appropriate entity to which this Conservation Easement may be transferred. Any assignment or transfer of responsibility for the Conservation Easement must be in a recordable form and must be recorded in the Somerset County Registry of Deeds.

- D. Termination and Proceeds.** This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that any extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Conservation Easement are impossible to accomplish, and if Grantor, Holder, and MDEP agree.

Grantor and Holder agree that the grant of this Conservation Easement gives rise to a property right which vests immediately in Holder and which has a fair market value equal to the amount by which the fair market value of the Protected Property immediately before the imposition of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (the Original Percentage Reduction).

If either Holder or Grantor receive notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge, or appeal such proceedings, findings, or awards. Any third party counsel

and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

Should this Conservation Easement be terminated or extinguished as provided in this Section XI.D, in whole or in part, Holder shall be entitled to be paid no less than a portion of any proceeds of sale, exchange, or lease computed as to the greater of (i) the Original Percentage Reduction as required under U.S. Treasury Regulations at 1.170-A-14(g)(6)(ii); or (ii) the increase in value of the Grantor's property interest resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantors and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial Conservation Purposes of this Conservation Easement.

- E. **Amendment.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. Holder and Grantor, with the approval of MDEP, may amend this Conservation Easement to enhance the Conservation Values of the Protected Property or add to the restricted property, provided that no amendment shall (i) affect this Conservation Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement, (iii) reduce the protection of the Conservation Values of the Protected Property, (iv) affect the qualification of this Conservation Easement as an "interest in land" or (v) affect the status of Holder as a "qualified organization." No amendment shall be effective unless the amendment complies with 33 M.R.S. § 477-A and is documented in a notarized writing executed by Holder, Grantor, and MDEP and is recorded among the land records of the County or Counties in which the Protected Property is located.

XII. GENERAL PROVISIONS

- A. **Applicable Law.** This Conservation Easement is created pursuant to Maine's Conservation Easement statute 33 M.R.S. §§ 476 – 479-C, inclusive, as amended, and must be construed in accordance with the laws of the State of Maine and in accordance with the Conservation Plan.
- B. **Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the Conservation Purposes. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by law, nor to prohibit the imposition of further land use restrictions by agreement of the parties (provided that such further land use restrictions shall be consistent with the Conservation Purposes) or by operation of law.

C. **Non-Waiver.** The failure or delay of Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement does not constitute laches, a waiver, or estoppel of its rights to do so at a later time. No act or failure to act by or on behalf of Holder, including failure to provide notice of a violation in accordance with Section X (“Holder’s Affirmative Rights”), may be construed to constitute an approval, waiver, or estoppel in connection with Holder’s rights to enforce the terms of this Conservation Easement.

D. **Compliance.** A party’s obligation as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance with this Conservation Easement.

Responsibility of Grantor for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance unless Holder releases the new owner. In certifying Grantor’s compliance with the Forest Management Plan, the State may request, at Grantor’s cost, current stand-typing information (forest type-size-density classes) and information on timber harvest levels by species group that has occurred since the date of the then-current Forest Management Plan. At Grantor’s cost, Holder will provide certificates to third parties, indicating the extent to which, to Holder’s knowledge, there is compliance of the Protected Property with the terms of this Conservation Easement or compliance on the part of Grantor with any obligation hereunder. Such certificate shall be delivered within thirty (30) days of Grantor’s request and shall speak to the condition of the Protected Property as of the Holder’s most recent inspection. If Grantor requests the certificate to be as of a more recent inspection date, the Holder shall conduct an inspection within forty-five (45) days of receipt of Grantor’s written request thereof, which shall be at Grantor’s cost.

E. **Severability.** 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 remain valid.

F. **Standard for Holder Granting Discretionary Consent and Providing Prior Written Approval.** Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purposes. Holder may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Conservation Purposes. To make such determinations and when otherwise determining whether to provide its prior written approval when required by this Easement, the following standard applies: Holder may grant discretionary consent or provide prior written approval only if Holder has determined in its reasonable discretion that the proposed use is consistent with the Conservation Purposes, substantially conforms

to the intent of this grant, meets any applicable conditions expressly stated herein, is consistent with the Conservation Plan, and does not result in a material, adverse impact on the Conservation Values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the Conservation Purposes or limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of Holder under any applicable laws, including 33 M.R.S. §§ 476 *et seq.*, and Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof.

- G. Liens Subordinated.** Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except as listed in Exhibit A, and that such liens are subordinated to Holder's rights under this Conservation Easement. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to Holder's rights under this Conservation Easement. Grantor must provide documentation of such subordination to Holder. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any lien or other interest in the Protected Property.
- H. Protections, Rights, and Immunities.** Nothing in this Conservation Easement shall be construed to limit, reduce, or waive any of Grantor's or Holder's protections, rights, or immunities under 14 M.R.S. § 159-A (Maine's recreational use statute), 14 M.R.S. §§ 8101-8118 (the Maine Tort Claims Act), or any other applicable provision of law or equity. Holder specifically claims and retains all such protections, rights, and immunities.
- I. Standing to Enforce.** Nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any existing public rights in or to the Protected Property acquired by common law, adverse possession, prescription or other law, independently of this grant. Nothing in this Section XII.I shall limit the third-party enforcement rights provided to MDEP pursuant to Section X.E.
- J. Holder's Ability to Exercise Rights.** The parties acknowledge that the ability of Holder to exercise the rights or carry out the duties of Holder hereunder, including, without limitation, the installation, operation, and maintenance of any recreational improvements on the Protected Property, are subject to the availability of moneys appropriated or otherwise available to Holder and designated for such purposes. Nothing in this Conservation Easement creates any obligation on behalf of Holder in excess of such availability of moneys appropriated or otherwise available to Holder.
- K. Certain Rights Preserved.** Without limiting Grantor's rights to prohibit third parties from engaging in activities that may result in claims adverse to Grantor's interest in the Property, and without acknowledging the validity of such claims of third parties that may exist now or in the future, this Conservation Easement shall not impair any existing

prescriptive right in the Property that may have been acquired by the public or Holder prior to the date of this Conservation Easement, or any other right the public or Holder may have to use or access the Protected Property pursuant to law.

L. Subsequent Transfers.

- (a) Sale Subject to Conservation Easement. Except as specifically provided herein, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property to a third party, subject to the terms of this Conservation Easement.

- (b) Incorporation of Conservation Easement Terms. Grantor must incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of the Protected Property. Further, Grantor must notify Holder of the transfer of the Protected Property at least thirty (30) days prior to the date of such transfer. Grantor must provide a complete copy of this Conservation Easement to any transferee of any rights in the Protected Property before any such transfer and must provide Holder with a copy of any transfer documentation upon completion of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Notwithstanding anything to the contrary herein, the conveyance of the Protected Property includes all appurtenant rights associated with the Protected Property, including any and all rights of access thereto. In addition, upon conveyance of all or any portion of the Protected Property, consistent with the requirements in Section VII.B.1, Grantor may reserve rights of access across the lands so conveyed or other rights and easements for the benefit of Grantor's retained lands.

[signatures on the following pages]

XIII. HABENDUM AND SIGNATURES

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and their successors and assigns forever.

IN WITNESS WHEREOF, _____ has caused this Conservation Easement to be executed by its duly authorized representative as of this ___ day of _____, 2025.

Signed, sealed and delivered
in the presence of:

By: _____

Name:

Its:

Hereunto duly authorized

State of Maine

County of _____, ss. _____, 2025

Personally appeared the above named _____, in his capacity as the _____ of _____ and acknowledged the foregoing instrument to be his free act and deed in his said capacity, on behalf of said _____.

Before me,

Notary Public/Maine Attorney-at-Law

Name: _____

XIV. ACCEPTANCE BY STATE

Pursuant to 12 M.R.S. § 1850(1) & 33 M.R.S. § 477(2), Andrew R. Cutko, Director of the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, hereby accepts this Conservation Easement on behalf of the STATE OF MAINE.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

STATE OF MAINE, Bureau of Parks and Lands
Department of Agriculture, Conservation and Forestry

By: _____
Andrew R. Cutko
Its Director, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Andrew R. Cutko, Director of the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, and acknowledged acceptance of the above and foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the STATE OF MAINE.

Before me,

Name:
Notary Public/Attorney-at-Law

Pursuant to 33 M.R.S. § 477(2) and 38 M.R.S. § [REDACTED], Melanie Loyzim, Commissioner of the Department of Environmental Protection, hereby accepts the third-party enforcement rights contained in this Conservation Easement on behalf of the Department of Environmental Protection.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

Department of Environmental Protection

By:

Melanie Loyzim
Its Commissioner, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Melanie Loyzim, Commissioner of the Department of Environmental Protection and acknowledged acceptance of the above and foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of the Department of Environmental Protection.

Before me,

Name:
Notary Public/Attorney-at-Law

XV. CONSENT OF COMMISSIONER

Pursuant to 12 M.R.S. § 1850(1), the Commissioner of the Department of Agriculture, Conservation and Forestry, hereby gives consent to acquisition by the STATE OF MAINE, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, of the above and foregoing Conservation Easement.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

STATE OF MAINE
Department of Agriculture, Conservation and Forestry

By: _____
Amanda E. Beal
Its Commissioner, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Amanda E. Beal, Commissioner of the Department of Agriculture, Conservation and Forestry, and acknowledged acceptance of the above and foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the STATE OF MAINE.

Before me,

Name:
Notary Public/Attorney-at-Law

XVII. ATTACHMENTS TO CONSERVATION EASEMENT

EXHIBIT A – Legal Description of the Protected Property

EXHIBIT B – Survey Plan of the Protected Property

EXHIBIT C – Map of Roads and Trails

EXHIBIT D – Map of Wetlands and Streams

EXHIBIT E – Existing Plantations located on the Protected Property

Exhibit A

Legal Description of the Protected Property

EXHIBIT A

NOTE: As used herein “recorded” shall mean recorded with the Somerset County Registry of Deeds.

BRADSTREET TOWNSHIP (T4 R7 BKP WKR)

The land situated in Bradstreet Township (T4 R7 BKP WKR), County of Somerset, and State of Maine, conveyed by that certain deed from S. D. Warren Company to SDW Timber II, L.L.C. dated November 5, 1998, and recorded in the Somerset County Registry of Deeds in Book 2489, Page 228.

EXCEPTING THEREFROM:

1. The land conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to State of Maine Department of Conservation Bureau of Parks and Lands dated September 22, 2009, and recorded in Book 4195, Page 167.
2. The land conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to The Nature Conservancy dated September 22, 2009, and recorded in Book 4195, Page 206, but EXCEPTING THEREFROM the land conveyed by deed of The Nature Conservancy to Plum Creek Maine Timberlands, L.L.C. dated June 26, 2015, and recorded in Book 4923, Page 266.
3. The “Protected Property” described in Conservation Easement from The Nature Conservancy to Forest Society of Maine dated July 22, 2011, and recorded in Book 4422, Page 245, as affected by Agreement Concerning Boundary Line between The Nature Conservancy and Plum Creek Maine Timberlands, L.L.C. dated January 30, 2012, and recorded in Book 4529, Page 265, as further affected by Amended and Restated Agreement Concerning Boundary Line between The Nature Conservancy, Plum Creek Maine Timberlands, L.L.C., and Forest Society of Maine dated January 21, 2014, and recorded in Book 4755, Page 159.
4. The land conveyed by deed of Weyerhaeuser Company to Central Maine Power Company dated November 14, 2016, and recorded in Book 5099, Page 211, together with all the land lying southerly of the land described in said deed.
5. To the extent not excepted by the above, all the land lying westerly and southerly of a line which is 33 feet westerly and southerly of the centerline of the southerly fork of the Mining Road, so-called.

PARLIN POND TOWNSHIP (T3 R7 BKP WKR)

The land situated in Parlin Pond Township (T3 R7 BKP WKR), County of Somerset, and State of Maine, conveyed by that certain deed from S. D. Warren Company to SDW Timber II, L.L.C.

dated November 5, 1998, and recorded in the Somerset County Registry of Deeds in Book 2490, Page 228.

EXCEPTING THEREFROM:

1. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Summerhaven Properties, Inc. dated September 6, 2001, and recorded in Book 2853, Page 101.
2. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Summerhaven Properties, Inc. and Moose Tracks, L.L.C. dated July 10, 2002, and recorded in Book 2997, Page 196.
3. The “Protected Property” described in Moosehead Region Conservation Easement granted by Plum Creek Maine Timberlands, L.L.C. to Forest Society of Maine and the State of Maine dated May 14, 2012, and recorded in Book 4523, Page 222.
4. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to the State of Maine dated March 10, 2016, and recorded in Book 5011, Page 1, and as corrected and rerecorded in Book 5012, Page 292. (Cold Stream)
5. The property conveyed by deed of Weyerhaeuser Company to Central Maine Power Company dated November 14, 2016, and recorded in Book 5099, Page 224.
6. The property conveyed by deed of Weyerhaeuser Company to Anthony C. George and Catherine M. George dated May 18, 2021, and recorded in Book 5715, Page 293.
7. The property conveyed by deed of Weyerhaeuser Company to the State of Maine dated April 15, 2021, and recorded in Book 5728, Page 182.

JOHNSON MOUNTAIN TOWNSHIP (T2 R6 BKP WKR)

The land situated in Johnson Mountain Township (T2 R6 BKP WKR), County of Somerset, and State of Maine, conveyed by that certain deed from S. D. Warren Company to SDW Timber II, L.L.C. dated November 5, 1998, and recorded in the Somerset County Registry of Deeds in Book 2490, Page 81, as affected by Corrective and Confirmatory Quitclaim Deed Without Covenant from S.D. Warren Company to Plum Creek Maine Timberlands, L.L.C. dated July 25, 2014, and recorded in the Somerset County Registry of Deeds in Book 4814, Page 137.

ALSO EXCEPTING THEREFROM:

1. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Plum Creek Maine Marketing, Inc. dated July 1, 1999, and recorded in Book 2573, Page 191. (Marshall Yard Complex)

2. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 23, 1999, and recorded in Book 2570, Page 142, and as corrected by Correction Deed dated June 13, 2000, and recorded in Book 2694, Page 351.
3. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Summerhaven Properties, Inc. dated September 6, 2001, and recorded in Book 2853, Page 101.
4. The “Protected Property” described in Moosehead Region Conservation Easement granted by Plum Creek Maine Timberlands, L.L.C. to Forest Society of Maine and the State of Maine dated May 14, 2012, and recorded in Book 4523, Page 222.
5. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to the State of Maine dated March 10, 2016, and recorded in Book 5011, Page 1, and as corrected and rerecorded in Book 5012, Page 292. (Cold Stream)
6. The property conveyed by deed of Weyerhaeuser Company to Central Maine Power Company dated November 14, 2016, and recorded in Book 5099, Page 230.

WEST FORKS PLANTATION

The land situated in West Forks, County of Somerset, and State of Maine, conveyed by that certain deed from S. D. Warren Company to SDW Timber II, L.L.C. dated November 5, 1998, and recorded in the Somerset County Registry of Deeds in Book 2491, Page 67.

EXCEPTING THEREFROM:

1. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 23, 1999, and recorded in Book 2570, Page 148, and as corrected by Correction Deed dated June 13, 2000, and recorded in Book 2694, Page 343, and as further corrected by Correction Deed dated October 31, 2000, and recorded in Book 2734, Page 308.
2. The land leased to Maine RSA#1, Inc. under a lease evidenced by Memorandum of Lease dated June 18, 2010, and recorded in Book 4292, Page 203, as affected by Corrective Memorandum of Lease dated January 9, 2015, and recorded in Book 4900, Page 142. (Cell Tower Site)
3. The “Protected Property” described in Moosehead Region Conservation Easement granted by Plum Creek Maine Timberlands, L.L.C. to Forest Society of Maine and the State of Maine dated May 14, 2012, and recorded in Book 4523, Page 222.
4. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to William Lyons dated March 11, 2015, and recorded in Book 4890, Page 62.

5. The property conveyed by deed of Plum Creek Maine Timberlands, L.L.C. to the State of Maine dated March 10, 2016, and recorded in Book 5011, Page 1, and as corrected and rerecorded in Book 5012, Page 292. (Cold Stream)
6. The property conveyed by deed of Weyerhaeuser Company to Central Maine Power Company dated November 14, 2016, and recorded in Book 5099, Page 255.
7. The property conveyed by deed of Weyerhaeuser Company to Central Maine Power Company dated November 14, 2019, and recorded in Book 5496, Page 134.
8. The property conveyed by deed of Weyerhaeuser Company to Richard E. Bellerose dated May 11, 2021, and recorded in Book 5714, Page 145.

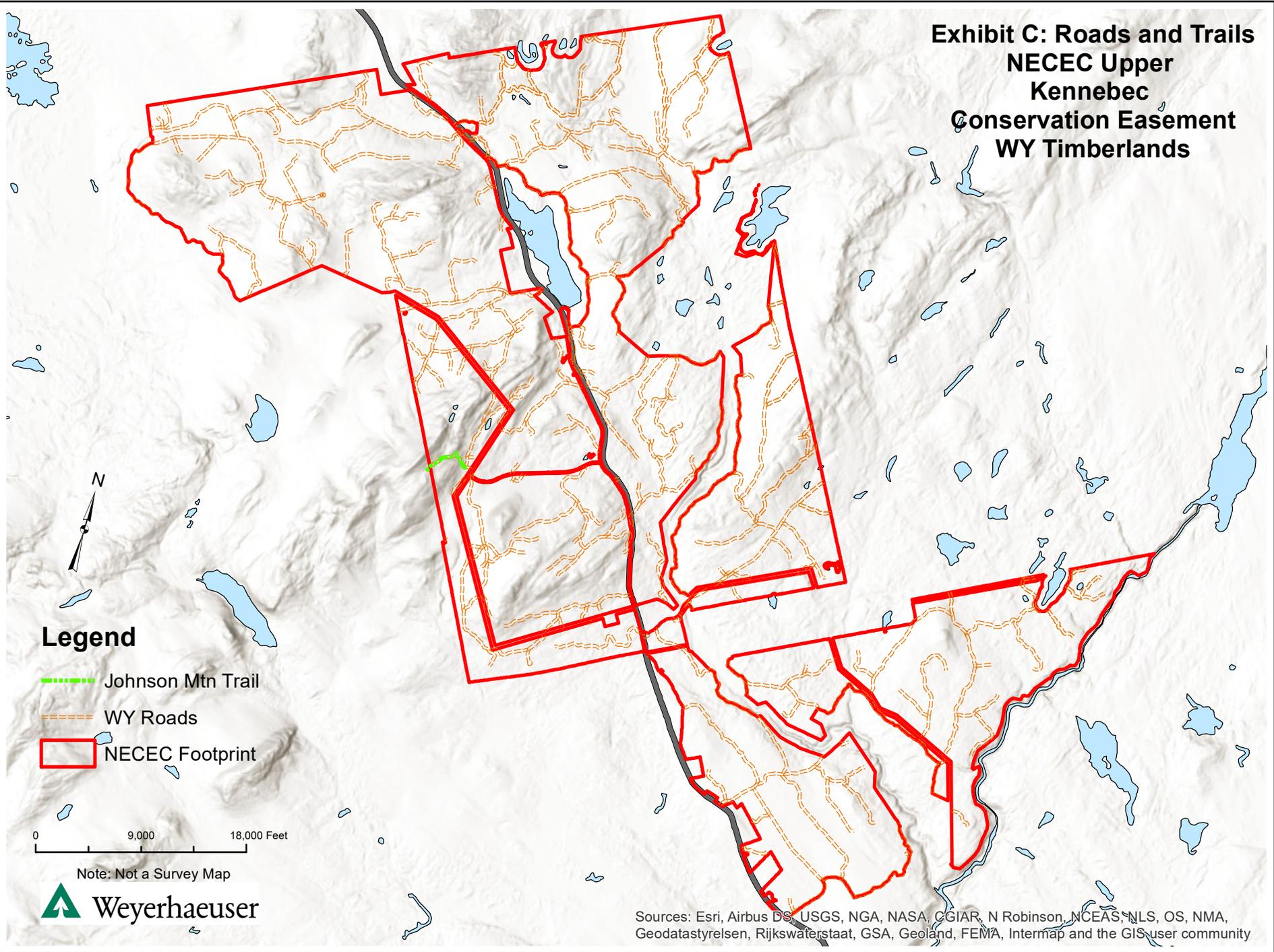
Exhibit B

Survey Plan of the Protected Property

Exhibit C

Map of Roads and Trails

Exhibit C: Roads and Trails NECEC Upper Kennebec Conservation Easement WY Timberlands



Legend

- Johnson Mtn Trail
- WY Roads
- NECEC Footprint

0 9,000 18,000 Feet

Note: Not a Survey Map

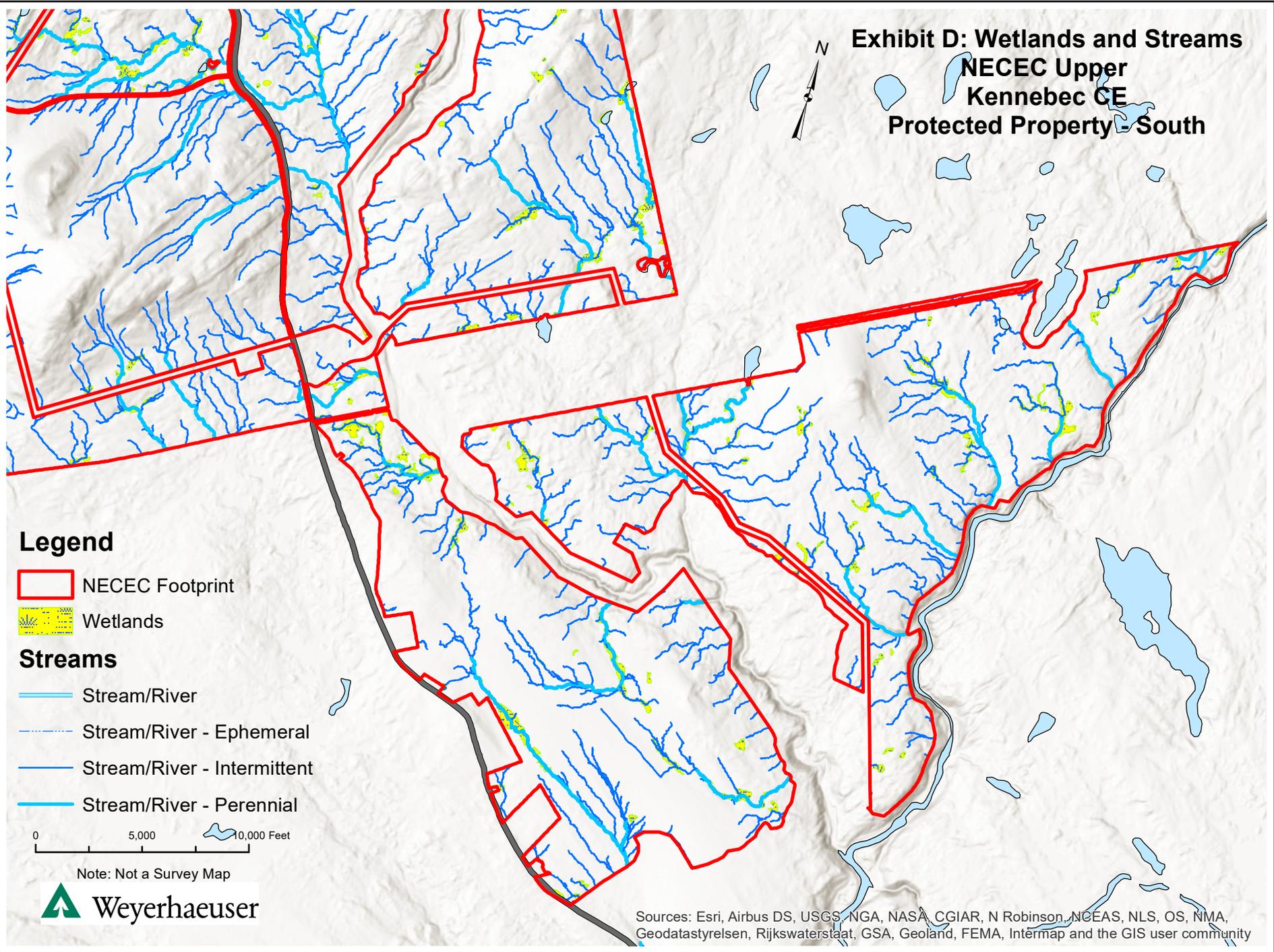


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Exhibit D

Map of Wetlands and Streams

**Exhibit D: Wetlands and Streams
NECEC Upper
Kennebec CE
Protected Property - South**



Legend

-  NECEC Footprint
-  Wetlands

Streams

-  Stream/River
-  Stream/River - Ephemeral
-  Stream/River - Intermittent
-  Stream/River - Perennial

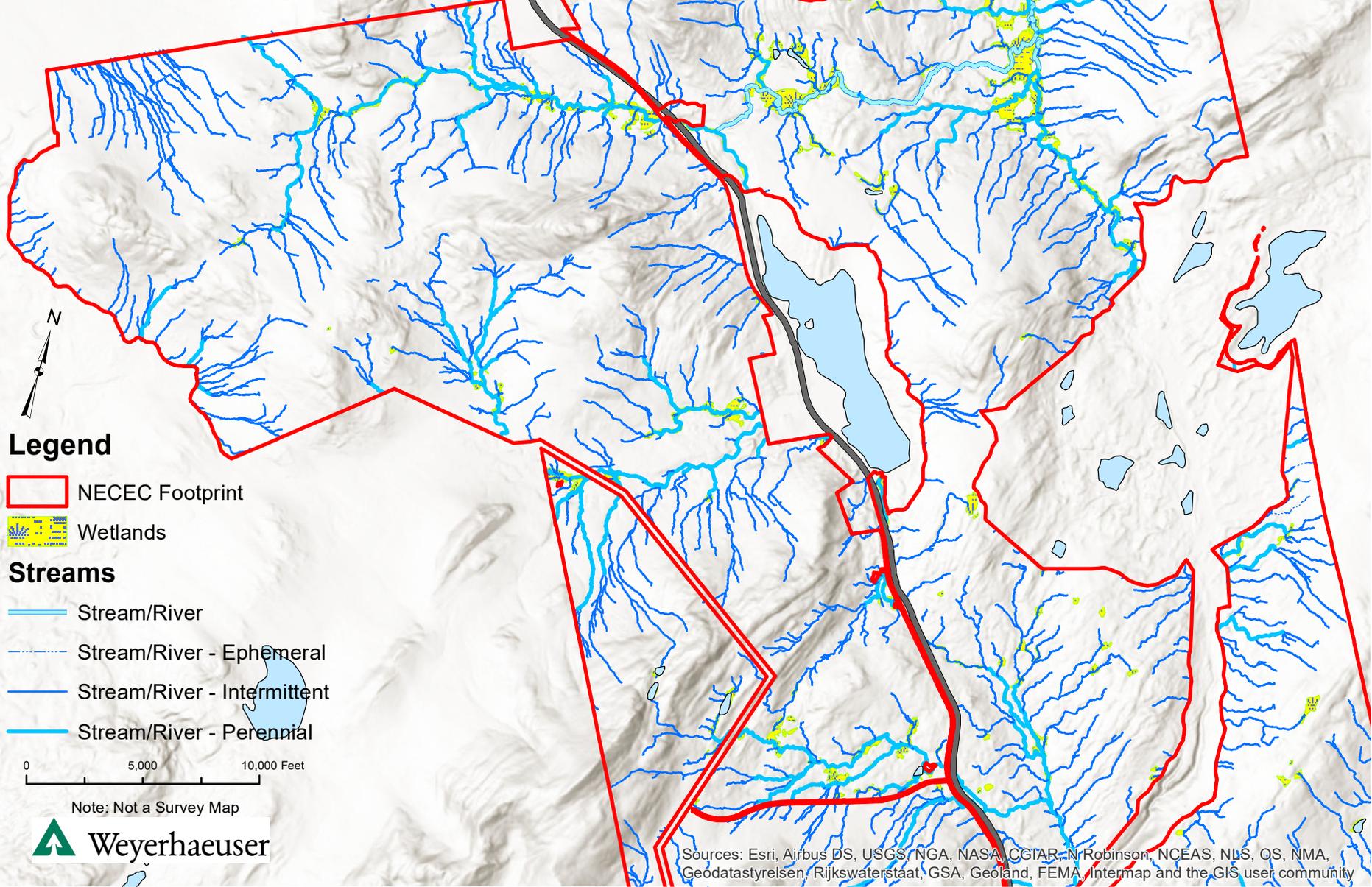
0 5,000 10,000 Feet

Note: Not a Survey Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Exhibit D: Wetlands and Streams NECEC Upper Kennebec CE Protected Property - North



Legend

 NECEC Footprint

 Wetlands

Streams

-  Stream/River
-  Stream/River - Ephemeral
-  Stream/River - Intermittent
-  Stream/River - Perennial

0 5,000 10,000 Feet

Note: Not a Survey Map

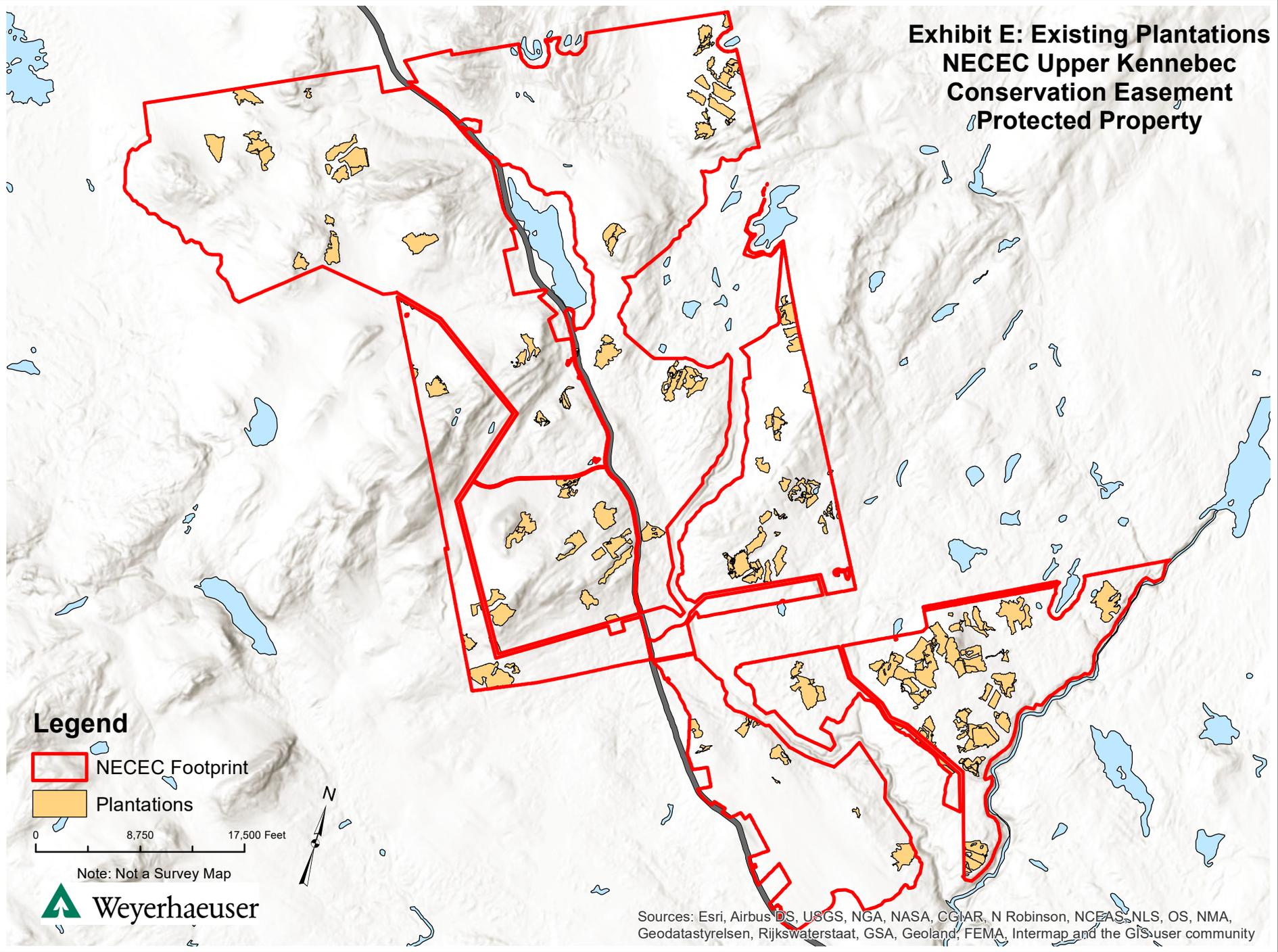


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N/Robinson, NCEAS, NLS, OS, NMA, Geodatastyreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Exhibit E

Existing Plantations located on the Protected Property

**Exhibit E: Existing Plantations
NECEC Upper Kennebec
Conservation Easement
Protected Property**



Legend

-  NECEC Footprint
-  Plantations

0 8,750 17,500 Feet

Note: Not a Survey Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GISuser community

**ATTACHMENT B
CONSERVATION EASEMENT
(REDLINE)**

**NEW ENGLAND CLEAN ENERGY CONNECT SEGMENT 1 CONSERVATION
EASEMENT**

I. PROJECT NAME

New England Clean Energy Connect Segment 1 Conservation Easement

II. WORDS OF CONVEYANCE

Weyerhaeuser Company, having an address of 220 Occidental Avenue South, Seattle, WA 98104, (referred to as the “Grantor”, which word shall, unless the context clearly indicates otherwise, include the above-named Grantor, its successors and assigns), for consideration paid and not as a gift, HEREBY GRANTS to the **STATE OF MAINE, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands** (the “State,” which word shall, unless the context clearly indicates otherwise, include the State’s successors and assigns, or “Holder”), a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333 with QUITCLAIM COVENANT:

- A. in perpetuity, the following described conservation easement (the “Conservation Easement” or the “Easement”) on, over, under, and across the real property in Bradstreet Township, Parlin Pond Township, and Johnson Mountain Township, Somerset County, Maine, more particularly described in Exhibit A, subject to those exceptions to title set forth therein (the “Protected Property”), and generally depicted on the plan attached hereto and made a part hereof as Exhibit B as set forth below. Provided that within twenty-four months of the conveyance of this Conservation Easement from Grantor to Holder, a boundary line survey shall be completed of the Protected Property that also depicts any and all of the then-existing following located on the Protected Property: rights-of-way, roads, and structures and other improvements. Said survey shall be recorded as soon as practicable after completion and, upon recording, shall be incorporated herein and act as an amendment to this Conservation Easement to replace Exhibit B;
- B. non-exclusive easement for Holder’s pedestrian and vehicular access to the Protected Property as necessary or appropriate to exercise Holder’s rights of monitoring and enforcement of the Easement hereunder, over:
 - 1. any and all rights-of-way and roads owned by Grantor, as more particularly described in Exhibit A and depicted on Exhibit B; and

2. any and all rights-of-way and roads owned by third parties over which Grantor has rights of access to the Protected Property to the extent that Grantor has the right to grant the same.
- C. a non-exclusive right of public pedestrian access on and across the Protected Property for purposes of Non-Intensive Outdoor Recreation.

Grantor further HEREBY GRANTS to the **STATE OF MAINE, acting by and through its Department of Environmental Protection**, a governmental entity having a mailing address of 17 State House Station, Augusta, Maine 04333, third party enforcement rights of the Conservation Easement as set forth in Section X.

III. DEFINITIONS

- A. “Alternative Qualified Holder” is defined in Section XI.B.
- B. “Baseline Documentation” is defined in Section VII.A.5.
- C. “Best Management Practices” are those forest management practices set forth in the publication entitled “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Bureau of Forestry, in such publication’s current version at the time of the grant of this Conservation Easement, and as the same may be further amended, supplemented, or replaced after the date of this grant.
- D. “Commercial Forest Management Activities” include Commercial Forestry and timber cruising; resource evaluation; herbicide, pesticide, and fertilizer application; timber stand improvement; pruning; mechanical timber harvesting and other forest harvesting; wood chip production; forest products transportation; natural regeneration of forest stands; prevention of fire and disease; eradication of invasive species; wildlife habitat improvement; general maintenance of forest health and biological diversity; maple sugaring; forest carbon sequestration; forest carbon credit sales (consistent with Section VII.A.4); other substantially similar and associated activities; and the construction, creation, use, and maintenance of Land Management Roads, skid trails and Winter Haul Roads, turnouts, timber landings, and crossings of flowing waters for such purposes, all as consistent with the terms of this Conservation Easement.
- E. “Commercial Forestry” is defined as the planting, growing, cultivation, stocking, and harvesting of trees and other forest products to produce marketable forest products.
- F. “Conservation Plan” is defined in the Maine Department of Environmental Protection (“MDEP”) Findings of Fact and Order, issued May 11, 2020, and the Maine Board of Environmental Protection (“MBEP”) Findings of Fact and Order, issued July 21, 2022.
- G. “Conservation Values” are defined in Section V.
- H. “Forestland” is defined as land stocked with trees of any size or land formerly having had such tree cover that is being managed to return to forest cover.
- I. “Force Majeure Event” is defined in Section VII.A.6.
- J. “Forest Management Plan” is defined in Section VII.A.6.a.
- K. “Grantor” is defined as the owner in fee simple of the real property that is subject to this Conservation Easement. The term “Grantor” shall include Grantor, its successors and

- assigns, and their respective authorized agents, contractors, and employees, and where specifically set forth herein, licensees, and lessees of Grantor, its successors and assigns.
- L. "Land Management Road" is defined as a route or track consisting of a bed of exposed mineral soil, gravel, or other surfacing material constructed for, or created by, the repeated passage of motorized vehicles and used primarily for forest management activities (refer to Exhibit C), but such definition does not include log landings, skid trails, skid roads, and Winter Haul Roads.
 - M. "Mature Forest" is defined as 50 foot or taller trees with a minimum basal area of 60 square feet per-acre containing a mix of native species, accompanied by the presence of representative levels of well distributed standing dead and downed trees.
 - N. "Mature Forest Goal" is defined in Section VII.A.6.
 - O. "Milestones" is defined in Section VII.A.6.
 - P. "MNAP" means the Maine Natural Areas Program, which is part of the Maine Department of Agriculture, Conservation and Forestry, or any successor State program or bureau that performs similar public functions.
 - Q. "MDIFW" means the Maine Department of Inland Fisheries and Wildlife, or any successor State agency or bureau that performs similar functions.
 - R. "NECEC" is defined as the New England Clean Energy Connect Transmission Line that runs from the Canadian border in Beattie Township, Maine to the point of interconnection to the New England power grid in Lewiston, Maine.
 - S. "Non-Intensive Outdoor Recreation" is defined as dispersed, non-commercial, non-exclusive, non-motorized individual or small group recreational activities that do not generally rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, hiking, nature observation, picnicking, boating, cross country skiing, snowshoeing, dog sledding, bicycling (including electric bicycles), horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, and enjoyment of open space; provided that the incidental use of the Protected Property by the public for these purposes supported by paid guides or outfitters is not commercial or exclusive use. The establishment by Grantor of permits and collection of access fees for use of campsites and other recreational facilities permitted under this Conservation Easement is also not commercial or exclusive use.
 - T. "Normal high watermark of the shore" is defined as that line on the shore of water bodies which is apparent from visible markings, changes in the character of the 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 (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Distances from the normal high watermark will be determined by horizontal measurement.
 - U. "Permitted Excavation Activities" is defined in Section VII.D.3.
 - V. "Plantation" is defined as stands that are artificially regenerated via intentional planting methods.
 - W. "Protected Property" is defined in Section II.A.
 - X. "Productive Forest Acres" are defined as any area capable of growing a crop of trees that can reach Mature Forest conditions. These areas will generally have a site index of 40 or greater or, at a minimum, the ability to support trees greater than 50 feet in height.

- Y. “Riparian Habitat Management Standards” are those standards for riparian areas contained in Section VII.A.6.
- Z. “Segment 1” is defined as the portion of the NECEC that runs from Beattie Township, Maine to The Forks Plantation, Maine.
- AA. “The Order” is defined as the MDEP Findings of Fact and Order, issued May 11, 2020, permitting construction of the NECEC, and the MBEP Findings of Fact and Order, issued July 21, 2022, affirming and amending the May 11, 2020, MDEP Findings of Fact and Order.
- BB. “The Parties” is defined as Grantor, Holder, and MDEP, for third party enforcement purposes.
- CC. “Wetland” means any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils. In most cases, this would include areas below a recognizable debris line resulting from recurring, not extreme, water action. The “upland edge” of a wetland is the boundary between the upland and wetland, and not the edge of open water. Refer to Exhibit D for a map of wetlands and streams existing at the time of recording this Easement.
- DD. “Winter Haul Road” means a route or travel way that is utilized for Commercial Forest Management Activities conducted exclusively during frozen ground conditions. Winter Haul Roads must follow applicable Best Management Practices.

IV. PURPOSES

The purposes of this Conservation Easement (the “Conservation Purposes”) are to conserve in perpetuity habitat in the vicinity of NECEC Segment 1 with sufficient Mature Forest acreage to mitigate and offset the effects of habitat fragmentation associated with the construction and maintenance of NECEC Segment 1, including the related edge effect; to promote habitat connectivity and conservation of Mature Forest areas; and to provide conservation compensation for the NECEC.

The Conservation Purposes of this Conservation Easement are also to ensure the forests on the Protected Property are managed to maintain a healthy, biologically diverse, productive, and Mature Forest with diverse age classes; to conserve in perpetuity the Conservation Values of the Protected Property including wildlife and ecological values; to conserve water quality, wetlands, and riparian values; and to provide guaranteed access to and use of the Protected Property by the general public for Non-Intensive Outdoor Recreation.

Grantor covenants that no acts or uses that are inconsistent with the Conservation Purposes shall be conducted on the Protected Property.

V. RECITALS

The following recitals (the “Recitals”) more particularly describe the conservation attributes and Conservation Values of the Protected Property and the significance of this grant:

WHEREAS, Grantor is the sole owner in fee simple of 50,063 +/- acres of real property in Somerset County, as the same is described in Exhibit A, and wishes to convey a Conservation Easement over the 50,063 +/- acre Protected Property, which consists of substantially undeveloped forested land;

WHEREAS, the Protected Property is in the vicinity of Segment 1;

WHEREAS, in connection with the NECEC, the MDEP and the MBEP issued the Order;

WHEREAS, because of the impacts of the NECEC, the Order requires NECEC Transmission LLC to permanently conserve 50,000 acres of land in the vicinity of Segment 1 to, among other things, ensure the protection of wildlife;

WHEREAS, the Order requires NECEC to create and implement a Conservation Plan, as described and defined in the Order;

WHEREAS, the Conservation Plan has as its primary goal compensation for the fragmenting effect on habitat of the NECEC, and the related edge effect, by promoting habitat connectivity and conservation of Mature Forest areas;

WHEREAS, the Order allows commercial timber operations on the Protected Property provided that such operations are consistent with the conservation of Mature Forest areas;

WHEREAS, the Protected Property is desirable for conservation in furtherance of the goals of the Conservation Plan and includes the following conservation values to be conserved (collectively, the "Conservation Values"):

- a. The Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding values including sizeable Mature Forests, large blocks of wildlife and plant habitat, rare, threatened, and endangered species and their associated habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds and other water bodies, and unique natural features, all of which are further quantified and delineated in the Baseline Documentation.
- b. The Protected Property has ecological importance as wildlife and fisheries habitat. Conservation of the Protected Property under the terms of this Conservation Easement, by prohibiting development of the Protected Property in excess of that allowed under this Conservation Easement, will have a permanent, beneficial impact on the ecological benefits of such areas and species.
- c. The Protected Property provides habitat that is suitable for diverse wildlife species of conservation interest, including mammals such as pine marten and white-tailed deer, as well as brook trout, landlocked salmon, other fish, and many species of forest interior dwelling birds, waterfowl, reptiles, and amphibians.

- d. The Protected Property contains identified recreational areas important to the people of the State of Maine, and guaranteed access to and use of the Protected Property by the general public for Non-Intensive Outdoor Recreation in perpetuity, consistent with the preservation and protection of the other values of the Protected Property and Grantor's reserved rights, is in the public interest;

WHEREAS, subject to the terms of this Conservation Easement and an approved Forest Management Plan, the continued management of the Protected Property as a dynamic landscape at different stages of growth, ages, and composition to develop and conserve Mature Forest is compatible with the preservation and promotion of habitat connectivity, minimizes fragmentation of forest ecosystems, and provides more permanent forest and habitat resiliency;

WHEREAS, pursuant to 33 M.R.S. § 476(2)(A) and 12 M.R.S. § 1850(1), Holder may acquire and hold a conservation easement on the Protected Property, which conservation easement is a component of the Conservation Plan required by the Order;

WHEREAS, the Parties have prepared and completed the Baseline Documentation at the time of the recording of this Conservation Easement, which, in accordance with Section VII.A.5, is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement;

WHEREAS, the Parties desire to implement certain restrictions on the use of the Protected Property, impose obligations on Grantor and any future owners of the Protected Property, and grant rights to Holder, and the MDEP, with respect to the Protected Property, in perpetuity, as set forth in this Conservation Easement; and

WHEREAS, the MDEP, has approved this Conservation Easement by order dated .

VI. INCORPORATION OF PURPOSES AND RECITALS

NOW THEREFORE, in consideration of the foregoing Conservation Purposes and Recitals, and for the benefit of the public, the Parties have established this Conservation Easement on, over, under, and across the Protected Property consisting of the following terms, covenants, and restrictions, which shall run with and bind the Protected Property in perpetuity.

VII. RESTRICTIONS AND RESERVED RIGHTS

Except for the rights expressly conveyed by this Conservation Easement to Holder (hereinafter "Holder's Affirmative Rights"), and except for the restrictions stated in this Conservation Easement, Grantor retains all ownership rights in the Protected Property and may use the Protected Property for any lawful purpose, including, without limitation, those uses expressly reserved by Grantor herein (hereinafter "Grantor's Reserved Rights"), provided that any such use is consistent with the Conservation Purposes of this

Conservation Easement. Any activities on or uses of the Protected Property that are inconsistent with the Conservation Purposes are prohibited. Without limiting the generality of the foregoing, the following restrictions and other terms are applicable to the Protected Property.

A. LAND USE

1. **Limitations on Development; Exceptions.** Residential, industrial, and commercial activities and development, quarrying, mining, mineral development, alteration of watercourses and water bodies, and building development activities are prohibited on the Protected Property, except as permitted for the authorized uses in this Conservation Easement, including but not limited to: Commercial Forest Management Activities (see Section VII.A.6), Permitted Excavation and Use of Gravel, Sand, and Rock, (see Section VII.D.3), Ecosystem Service Markets (see Section VII.A.4), Forest and Vegetation Management (see Section VII.E), Incidental Operations (see Section VII.E) and for the enhancement of Non-Intensive Outdoor Recreation as defined herein and other activities expressly permitted by this Conservation Easement or reserved by Grantor.

Without limiting the generality of the foregoing restriction, except as currently exists as reflected in the Baseline Documentation, residential housing units, condominiums, trailer parks, mobile homes, high-intensity lighting, motels or hotels, commercial advertising, billboards, towers, ~~facilities or transmission lines~~, antennas or equipment for telecommunications or radar, [solar power or wind power structures or transmission lines](#), and use of the Protected Property as an aircraft landing site except in an emergency, are all specifically prohibited.

2. **Storage and Disposal of Waste; Organic Matter; Hazardous Substances Associated with Commercial Forest Management.** Discharge of wastewater into surface or ground waters on or under the Protected Property is prohibited. It is forbidden to dispose of, or store, on the Protected Property, rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substances, or other unsightly or offensive waste material. Except that organic matter and logging slash generated on the Protected Property, but not elsewhere, may be used, stored, or disposed of on the Protected Property as part of Commercial Forest Management Activities. Other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, all in accordance with applicable state, local, and federal law. Notwithstanding the foregoing, fuel and other hazardous or toxic substances used in the ordinary course of conducting Commercial Forest Management Activities on the Protected Property may be stored thereon in accordance with applicable state, local, and federal laws and regulations.
3. **Limitations on Additional Easements and Other Rights.**

- (a) Access and Utility Easements. ~~No new rights of way, easements of ingress or egress, driveways, roads, utility distribution or service lines, towers, or other easements shall be granted, constructed, developed, or maintained into, on, over, under, or across the~~

~~Protected Property without the prior written approval of the Holder.~~ With respect to State Route 201, Holder may provide its prior written approval if such easement rights minimize adverse impacts to the Conservation Values and Holder determines that such easement rights are: (1) necessary for the Maine Department of Transportation to comply with federal or state law or (2) necessary for public safety.

- (b) Leases and Licenses. No new leases, licenses, or other interests in land that establish a right-of-way, corridor of ingress or egress, driveway, road, utility distribution or service line, or tower shall be granted, constructed, developed, or maintained into, on, over, under, or across the Protected Property without the prior written approval of the Holder. Notwithstanding the foregoing, advanced notice to Holder shall not be required for short-term and temporary licenses or leases across existing rights-of-way or land, so long as such licenses or leases do not include any land-clearing activities. For purposes of this Section VII.A.3(b), short-term and temporary means less than three years. Sugar bush leases may be granted, provided that Grantor obtains the Holder's prior written approval.
- (c) Conservation Easements. No additional conservation easements or deed restrictions shall be placed on the Protected Property without the prior written approval of the Holder.

- 4. **Ecosystem Service Markets.** Grantor may participate in ecosystem service market programs, including but not limited to carbon credit programs and stream, wetland, and species mitigation credit programs, that are consistent with this Conservation Easement and that do not affect Holder's right of enforcement of the Conservation Easement.
- 5. **Baseline Documentation.** To describe the present condition of the Protected Property and its relevant natural features, resources, and conditions, Grantor and Holder have established an inventory of the same (the "Baseline Documentation") and have certified the same as an accurate representation of the condition of the Protected Property as known to them as of the date of this grant. The Baseline Documentation is incorporated into this Conservation Easement by reference.

Holder will prepare addenda to the Baseline Documentation from time to time to document changes to the Protected Property. Such addenda will become a part of the Baseline Documentation upon the mutual approval of Grantor and Holder. Holder will forward copies of such addenda to Grantor for Grantor's records. Holder also shall provide to MDEP, upon request, copies of the then-current Baseline Documentation with all applicable addenda.

- 6. **Land Uses in Accordance with a Forest Management Plan, Best Management Practices, and Applicable Laws and Regulations.**

To establish and maintain in perpetuity wildlife travel corridors along riparian areas and between Mature Forest habitat, a 100-foot no-harvest buffer must be maintained around all perennial streams and associated open wetlands as depicted in the Baseline

Documentation beginning at the normal high-water line (up to no more than approximately 2,400 acres), and management must be maintained for continuous Mature Forest habitat from 100 feet to 330 feet from the normal high water line (up to no more than approximately 4,500 additional acres). Harvesting equipment crossings of these perennial streams is prohibited, except to construct road or skid trail crossings, as described in the Annual Report described in subsection VII.E.1(c)ii., to facilitate Commercial Forest Management Activities, in which case those crossings will be minimized and constructed to protect streambank integrity (all of the preceding in this paragraph being “Riparian Habitat Management Standards”).

At a minimum, Commercial Forest Management Activities must result in 50% of the Productive Forest Acres as identified in the Baseline Document and Forest Management Plan of the protected property with 50 foot or taller trees consisting of a mix of native species with a minimum basal area of 60 square feet per acre of live trees, accompanied by representative levels of well distributed standing dead and downed trees where present prior to management activity no later than December 31, 2065, and thereafter in perpetuity (the “Mature Forest Goal”). Progress toward the Mature Forest Goal will be made at the following rates: 13% in 2025, 20% in 2035, 30% in 2045, 40% in 2055, and 50% in 2065 (collectively, “Milestones”). Progress toward reaching the Milestones and Mature Forest Goal will be provided to Grantor in annual progress reports and, as necessary, addressed in updates to the Forest Management Plan. Holder has the right to seek verification of Grantor’s measurements toward reaching the Milestones and Mature Forest Goal, provided that such verification is performed by the Maine Forest Service or another third party agreed to by Grantor. Notwithstanding the above, Grantor and the Holder agree that in the event that a hurricane, fire, flood, drought, disease, or forest health pest outbreak causes or substantially contributes to the failure of Grantor to meet the Milestones or Mature Forest Goal (“Force Majeure Event”), then Grantor shall not be found in non-compliance with this Conservation Easement. Following such an event, the Grantor and Holder shall work cooperatively to revise the Forest Management Plan in furtherance of the Conservation Values of this Conservation Easement, which may include deferring further harvests until the Mature Forest Goals are met. Any further harvesting shall require prior written approval of the Holder and give priority to restoring progress towards the Milestones and the Mature Forest Goal.

A Forest Management Plan (the “Forest Management Plan”) must be developed for the Protected Property as required by the Order. All permitted land use activities on the Protected Property must be conducted in accordance with applicable local, state, and federal laws and regulations and Best Management Practices, in a manner consistent with the Purposes and other terms of this Conservation Easement, and in conformity with the Forest Management Plan.

- (a) Forest Management Plan. As of the date of this Conservation Easement, Grantor has submitted a 10-year Forest Management Plan, for Holder approval, that meets the requirements set forth in this Section VII.A.6. The Forest Management Plan has been prepared for Grantor by one or more professional foresters licensed in the State of Maine and has been approved by the Holder and MDEP as consistent with the terms

of this Conservation Easement. All permitted land use activities on the Protected Property, including Commercial Forest Management Activities, must be conducted in accordance with the approved Forest Management Plan, except for preliminary resource evaluation. Updates to the Forest Management Plan must be completed every ten years and prepared by a professional forester licensed in the State of Maine and must comply with the requirements of this Conservation Easement. The Grantor must provide to Holder a copy of the Forest Management Plan. As specified in Section VII.A.6(f), Grantor must also provide to Holder for Holder's review, but not for Holder's approval, a copy of the ten-year updates to the Forest Management Plan.

(b) Provisions of the Forest Management Plan - General. The Forest Management Plan must include, at a minimum, the following information:

- i. identification of the natural and physical features of the Protected Property at the time of adoption and at the time of periodic updates of the Forest Management Plan, including forest types, species composition, current stocking levels, age, quality, health, and relevant stand history to the extent known; current and planned harvest areas; existing access routes; wetlands and water bodies; and locations of special plant or wildlife habitat, including significant wildlife habitats, habitat for rare, threatened, or endangered plant and wildlife species, and rare or exemplary natural communities identified in publicly available information; and other special management areas;
- ii. a description of Grantor's actions to protect and manage soil productivity and water quality, including, where Commercial Forest Management Activities are undertaken, practices to be employed upon completion of harvesting operations to ensure soil stabilization as may be required to comply with Best Management Practices, or other comparable or more protective standards for soil and water protection acceptable to Grantor and approved in advance by Holder;
- iii. a description of how Commercial Forest Management Activities and other permitted activities will be conducted to: (1) minimize impacts to important plant and wildlife habitats present; (2) manage known site-specific occurrences of animal and plant species that are listed by state or federal agencies as endangered, threatened, or of "special concern" for such time period as such species are so listed; and (3) meet the requirements of state and federal law regarding threatened and endangered species and include best management practices for these species as proposed during consultation with MDIFW. So long as appropriate consultations are conducted and documented, the requirements of this section will be considered complete for Forest Management Plan approval.
- iv. a description of the foreseeable situations in which chemical applications will be recommended, including the type, method of application, and recommended measures to protect water quality, fish and wildlife, and public safety.

- v. management guidelines and restrictions for the following areas: (1) Deer Wintering Areas as mapped by the MDIFW or successor agency; and (2) vernal pools, Bat Hibernacula, Inland Wading Bird and Waterfowl Habitats, Heritage Fish Waters, and rare / exemplary natural communities, as identified by MNAP. Management guidelines and restrictions on activities within these areas should be consistent with this Conservation Easement, Best Management Practices, and MDIFW and MNAP recommendations, and with goals of improving forest health, promoting Mature Forest, and protecting plant and wildlife habitat and water quality. So long as appropriate consultations are conducted and documented, the requirements of this section will be considered complete for Forest Management Plan approval.
 - vi. a description of the Milestones and how the Protected Property will be managed to meet the Mature Forest Goal to provide for blocks of areas of habitat for species preferring Mature Forest habitat and wildlife travel corridors along riparian areas and between Mature Forest habitat; and
 - vii. a description and mapping of known recreational spots and trails used by the public; and
 - viii. a copy of this Conservation Easement as an Appendix to the Forest Management Plan.
- (c) Additional Provisions of the Forest Management Plan Specific to Commercial Forest Management Activities. The Forest Management Plan must contain the following additional information:
- i. a description of forest management goals and how forestry methods and actions proposed will meet the Mature Forest Goal and other requirements of Section VII.A.6, protect forest health, and are consistent with the Conservation Purposes and other terms of this Conservation Easement, taking into account the natural structure, function, and dynamics of the forest to the extent practicable given baseline forest conditions as of the date of this Conservation Easement;
 - ii. a recent or reasonably updated forest inventory at a density appropriate to the scale and history of the forest on the Protected Property, including current stand-typing information (forest type-size-density classes), species, size classes, and products for the Protected Property as of the date of the Forest Management Plan or Forest Management Plan update;
 - iii. a representation of progress made toward reaching Milestones and the Mature Forest Goal.
- (d) Term of the Forest Management Plan. Grantor must submit to the Holder at least every ten years an update to the Forest Management Plan prepared for Grantor as provided in Section VII.A.6(a) above, for the Holder's review as provided in Section VII.A.6(f) below.

Nothing herein shall prohibit Grantor from submitting a new or updated Forest Management Plan more frequently than every ten years provided, however, that any revised Forest Management Plan submitted during the first ten years must be approved by the Holder. The Forest Management Plan must encompass the entire portion of the Protected Property owned by Grantor and is subject to the Holder's review pursuant to Section VII.A.6.f below.

- (e) Property Transfer; Forest Management Plan adopted by a subsequent owner. In the event of a transfer of title of the Protected Property, a subsequent owner must adopt a Forest Management Plan. This may be done either: (1) with notice to the Holder, by adopting the prior owner's existing Forest Management Plan for the Protected Property and if so adopted, operating consistently with that plan, or (2) by submitting a new Forest Management Plan. Upon review of such new Forest Management Plan by the Holder pursuant to Section VII.A.6(f) below, such Forest Management Plan is considered adopted by the new owner, and that owner must operate within the constraints of such Forest Management Plan and in accordance with the terms of the Easement.
 - (f) Holder Review. Grantor must provide to the Holder any proposed Forest Management Plan or amendments to the Forest Management Plan. Within 45 days of receipt of the amended Plan, the Holder will provide written comments to Grantor identifying and explaining any portion of the Forest Management Plan that the Holder finds to be inconsistent with the terms of this Conservation Easement and that could result in a violation of this Conservation Easement. The Holder's review will only be based on whether the Plan contains all the required plan elements and is consistent with the terms of this Conservation Easement. If the Holder does not provide comments within 45 days, the proposed or amended Forest Management Plan shall be deemed adopted. Upon adoption, the Grantor shall ensure that all forest management activities are conducted in accordance with both the adopted Forest Management Plan and the terms of this Conservation Easement. The Parties acknowledge that the purpose of the Forest Management Plan is to guide management activities so that they are in compliance with this Conservation Easement, and that, barring a Force Majeure Event, the actual outcomes resulting from management activities on the Protected Property will determine compliance with this Conservation Easement. The Holder's right to provide comments or failure to exercise that right does not constitute a waiver of the terms of this Conservation Easement.
7. **Maintenance of Boundaries.** It is Grantor's responsibility to, at Grantor's cost and expense, locate and keep the boundaries of the Protected Property clearly marked on the ground. Notwithstanding the foregoing, Holder has the right, but not the obligation, to maintain the boundaries of the Protected Property so that they are readily visible and identifiable. In the event of a suspected or material infringement or encroachment on the Protected Property, Grantor is solely responsible for establishing and re-establishing the boundary through flagging or blazing, or as necessary by surveying the boundary of the Protected Property affected by the suspected or material infringement and for an appropriate distance on either side of the affected area to prevent or abate unauthorized actions of a third party in violation of this Conservation Easement.

B. SUBDIVISION

1. **Limitation on Division.** The Protected Property shall remain in its current configuration without subdivision, partition, or other division into parcels or lots that results in the transfer or conveyance by deed, lease, or contract of any portion of the Protected Property into separate ownership or control from the remainder of the Protected Property. Notwithstanding the preceding, Grantor may subdivide, convey, and re-convey the Protected Property or any portion thereof solely for the purpose of allocating distinct parcels (“Tax Parcels”) as part of an intra-company transfer, if all of the following conditions are met: (1) a Tax Parcel can only be conveyed to a parent, subsidiary, affiliate, or successor of the Grantor; (2) no Tax Parcel can be subsequently conveyed to any party that is not a parent, subsidiary, affiliate, or successor of the Grantor, unless all of the Protected Property is conveyed simultaneously to that same transferee; (3) all parcels comprising the Protected Property must be managed as a single unit with a single Forest Management Plan and Annual Report, and all terms of this Conservation Easement shall apply to all parcels as if they constituted a single, unified parcel of land; (4) all notices, consents, and approvals for all parcels comprising the Protected Property shall be sent to a single contact as provided herein under Section VIII.B; (5) such Tax Parcels may be held by no more than six (6) distinct legal entities at any one time; and (6) Grantor provides Holder 30 days written notice prior to the creation or conveyance of any Tax Parcel.
2. **Boundary Line Agreements.** Grantor may enter into boundary line agreements relating to the Protected Property to resolve bona fide boundary line disputes with the prior written approval of the Holder, which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement must not be reduced by a material amount as a result of any such agreement without court order. For purposes of this section, “bona fide boundary line dispute” means a dispute, disagreement, or discrepancy regarding the location of a boundary line between the Protected Property and an abutting parcel arising from inconsistencies in deed descriptions, surveys, historic use, or irregularities in boundary markers. Any land acquired by Grantor by virtue of such boundary line agreements will become subject to this Conservation Easement, unless Holder agrees otherwise, and any land conveyed to a third party by virtue of such boundary line agreements will, upon such conveyance, be deemed released from this Conservation Easement. Land acquired or conveyed to a third party by virtue of a boundary line agreement shall be memorialized by amendment to this Conservation Easement, which amendment shall update the Exhibit A Legal Description and attach a new Exhibit B Survey Plan, which shall be a survey showing the area affected by the boundary line agreement.
3. **Certain Exception - Conveyances to State Agencies.** The fee interest in any portion of the Protected Property may be conveyed to the State of Maine for permanent conservation ownership, subject to the terms of this Conservation Easement. Such conveyance does not constitute a division, partition, subdivision or other legal or de facto creation of lots or parcels in separate ownership under this Section VII.B.

4. **Development Rights Extinguished.** Except as provided for by the terms of this Conservation Easement, all rights to develop or use the Protected Property that are expressly prohibited by this Conservation Easement are hereby extinguished, and as a result of such extinguishment, shall not be available for transfer to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Neither the Protected Property nor any portion thereof may be included as part of the gross area of any other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under an otherwise applicable statute, regulation, or ordinance controlling land use and building density.

C. STRUCTURES

Existing buildings and structures on the Protected Property, as documented in the Baseline Documentation, may be maintained, repaired, or reconfigured, provided they remain within the same footprint, are not expanded, and are in accordance with applicable land use and building laws and regulations.

Except as provided below, no additional structures or towers of any kind, temporary or permanent, may be located on the Protected Property. Structures that are permitted include:

1. **Minor Non-Forestry/Recreational Structures.** Grantor reserves the right, but not the obligation, to install, maintain, replace, and relocate on the Protected Property minor, small scale structures to enhance the opportunity for, and management of, Non-Intensive Outdoor Recreation by the public, including, but not limited to: trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, bog bridges, water bars, bridges to be used for recreational purposes, boardwalks, platforms, and railings; wells and springs for fresh water supply; small boat platforms, outhauls, and docks; primitive campsite facilities, fire rings, pit toilets, picnic tables, temporary tents for camping, and tent platforms; wildlife observation stations; study markers and grids; barriers or low fences to protect fragile areas and areas under active management or study; and gates or barriers to control unauthorized use or prevent or limit access by motor vehicles, provided that if Grantor erects any such permanent barriers or gates across roads and access points Grantor must notify Holder and post signs notifying members of the public that pedestrian access is permitted at the location of each barrier or gate, or allow the Holder to post such notice. Grantor must provide Holder with a key or code to be able to access the Protected Property as provided for in Section X.A.
2. **Forestry Structures and Improvements.** Grantor reserves the right to install, maintain, replace, and relocate on the Protected Property the following improvements and structures (“Forestry Structures and Improvements”) necessary or appropriate to accomplish allowed Commercial Forest Management Activities, consistent with the Forest Management Plan:

- (a) minor improvements and structures including but not limited to gates, barriers, and boundary markers;
- (b) temporary structures and improvements, including, but not limited to, temporary equipment sheds, temporary sawmills, temporary office trailers and shelters for workers, portable privies, and additional similar types of temporary structures (for purposes of this section, “temporary” means that such structures are situated in a particular location for five years or less and are not thereafter situated or erected at that same location during a period of time which is one year from the date of removal of the same), but in no case shall a temporary structure include a permanent foundation; and
- (c) Land Management Roads, Winter Haul Roads, skid trails and roads or other logging trails, and associated bridges, drainage, and support structures in accordance with the Forest Management Plan and Section VII.A.6.

3. **Remedy for Adverse Conditions.** When Forestry Structures and Improvements cease to be used, as evidenced by the cessation of their use for a period of two (2) consecutive years and lack of maintenance, and such cessation of use and lack of maintenance results in an unsafe condition, a danger to human health, or a threat to the environment (an “adverse condition”), then Grantor must either remedy such adverse conditions, or remove such improvements, which may include burning or burying any decaying structures. If so removed, the site of such structures, improvements and utilities must be revegetated with native species and stabilized, all at Grantor’s cost and expense. This does not apply to roads generally but does apply to road-stream crossing infrastructure.
4. **Notice.** Before commencing site preparation, construction, or relocation of any Land Management Roads or bridges (but specifically excluding routine maintenance, repair and replacement of existing roads and bridges for which no notice and/or approval are required) Grantor must notify Holder if such planned activities have not been previously described in the Forest Management Plan or Annual Report described in Section VII.A.6. Such notice and descriptions must, at a minimum, provide sufficient information to enable the State to determine whether the proposed activities are consistent with the terms of this Conservation Easement.

D. SURFACE ALTERATIONS

As of the date of this grant, there are no surface alterations on the Protected Property except for unpaved snowmobile trails, ATV trails, foot trails, skid trails, unpaved woods roads and timber landing areas, and culverts and similar erosion control systems, gravel pits, and alterations associated with existing structures, all of which are described in the Baseline Documentation.

No additional filling, dumping, excavation, quarrying, mining, or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands, except that Grantor reserves the following rights:

1. **Maintenance of Existing Surface Alterations.** Grantor reserves the right to maintain existing surface alterations described above in this Section VII.D, and the right to alter the surface to the extent reasonably necessary to exercise the rights conveyed or reserved in Sections VII.C (“Structures”), VII.E (“Forest and Vegetative Management”), and Section VII.F (“Access”).
2. **Establishment of Trails, Roads, Parking Areas, and Certain Facilities.** Grantor reserves the right to construct, install, maintain, and relocate Land Management Roads, including culverts, bridges, other similar drainage and support structures and erosion control devices, Winter Haul Roads, gates, skid trails and skid roads, timber landing areas, and equipment and vehicle parking areas, associated with Grantor’s Reserved Rights, including to support Commercial Forest Management Activities and Non-Intensive Outdoor Recreation on the Protected Property; provided that any such roads, parking areas, and water crossings shall abide by applicable local, state, and federal laws and regulations. The establishment of any new Land Management Roads or the relocation of existing Land Management Roads requires prior written approval from Holder. Grantor reserves the further right, but not the obligation, to establish and maintain, or allow others to establish and maintain, additional unpaved footpaths and recreational trails for Non-Intensive Outdoor Recreation, with notice to Holder, and provided that they are located and designed in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat.

Public parking areas may be permitted subject to the prior written approval of the Holder, provided they are reasonably small and scaled to meet the intended use, unpaved, and consistent with the terms of this Conservation Easement.

All such activity by Grantor must be conducted in a manner that is consistent with the Forest Management Plan and in compliance with any applicable statutory and regulatory requirements, Best Management Practices, and the terms of this Conservation Easement.

3. **Permitted Excavation and Use of Gravel, Sand, and Rock.**

- (a) Uses: Except where otherwise specifically prohibited or restricted by this Conservation Easement, Grantor reserves the right to excavate, remove, and use gravel, sand, and rock found on the Protected Property in connection with the following permitted activities (the “Permitted Excavation Activities”):
 - (i) the exercise of Grantor’s Reserved Rights on the Protected Property;
 - (ii) the construction of and maintenance of:
 - (aa) Land Management Roads, timber landings, and trails on the Protected Property;
 - (bb) Roads or trails providing public pedestrian and vehicular access, on, over, and across the Protected Property; and

- (cc) Public parking areas as described above in VII.D.2.
 - (iii) the commercial sale of gravel, sand, and rock to any third party.
 - (iv) as may be provided to the Holder by Grantor, at Grantor's option, to support the Holder's rights herein.
- (b) Standards: Grantor's Permitted Excavation Activities, including any reclamation undertaken following such activities, shall be conducted in accordance with the following standards:
- (i) the exposed mineral surface of any new gravel, sand, or rock pit shall be limited to not more than ten (10) acres of exposed mineral surface per site at any time with not more than an aggregate of seventy (70) acres exposed at any one time, and a total aggregate area of mined acreage in perpetuity of one hundred fifty (150) acres for all Permitted Excavation Activities. For any existing pit larger than 10 acres that is identified in the Baseline Documentation, Grantor may continue extractions without changing the footprint of the pit. Changes to the footprint of any such pit must bring the resulting pit within the 10-acre limitation, but not expand further until such portions have been restored to bring the pit within 10 acres in size.
 - (ii) All Excavation Activities are prohibited within 330 feet of mapped perennial streams as depicted in Exhibit D. For existing pits in riparian buffers, there shall be no expansion of such pits.
 - (iii) Grantor shall take measures to prevent erosion and sedimentation from the Permitted Excavation Activities into all waterbodies, which measures may include ditches, sedimentation basins, dikes, dams, or such other control devices that are effective in preventing sediments from being eroded or deposited into such water body.
 - (iv) All excavation activities are prohibited below an elevation that is two (2) feet above the seasonal high groundwater level.
 - (v) No fuel, petroleum products, salt, or chemicals may be routinely stored in any gravel pit.
 - (vi) No equipment may be routinely fueled in any gravel pit.
- (c) Reclamation of sites. All gravel, sand, and rock pits created or re-opened after the recording of this Conservation Easement shall be reclaimed and restored with native vegetation within two (2) years after Grantor determines that such pits are exhausted. Upon reclamation, such pits will no longer count toward the 70-acre aggregate cap of exposed acres at any one time identified in Section VII.D.3(b)(i).

4. **Excavation for Research Purposes.** Grantor reserves the right, subject to prior notice to the Holder, to permit limited excavation of the surface of the Protected Property for ecological, educational, scientific research, or cultural or archeological investigation conducted under then generally accepted professional standards that will not adversely impact the Conservation Values of the Protected Property. Excavation permitted by this Section VII.D.4 must not exceed one (1) acre in the aggregate exposed at any one time, without the prior written approval of the Holder.

E. FOREST AND VEGETATIVE MANAGEMENT

As of the date of this grant, the Protected Property remains largely undeveloped and predominantly forested. Silvicultural practices on the Protected Property must prioritize the conservation of Mature Forest habitat within a dynamic landscape that includes forests at various stages of growth, age, and composition. These practices shall, as set forth in the Forest Management Plan, ensure achievement of the Mature Forest Goal, enhance habitat connectivity, and establish permanent wildlife travel corridors along riparian areas.

Grantor reserves the right to manage vegetation on the Protected Property for commercial and non-commercial purposes in a manner that ensures achievement of the Mature Forest Goal. All such management must be in accordance with the Forest Management Plan.

1. **Vegetation Management for Commercial Forestry Purposes.** Grantor reserves the right to manage the vegetation on the Protected Property in accordance with the Forest Management Plan and as set forth below in this Section VII.E.1.

Vegetation management on the Protected Property should encourage a full range of site adapted native species and be consistent with the Conservation Purposes of the Conservation Easement. Existing Plantations are shown on Exhibit E and described in the Forest Management Plan and may be counted as Mature Forest. New Plantations may be created up to a total aggregate of 4,000 acres total in Plantations at any one time, but such new Plantations may not count as Mature Forest. Grantor shall consult with Holder in advance of establishing new Plantations utilizing any species that are not native to the State of Maine or the Acadian forest; provided that in no event shall Grantor utilize in Plantations any non-native species identified on the list of Regulated Invasive Terrestrial Plant Species developed by the Department of Agriculture, Conservation and Forestry, as currently set out at Chapter 273 and may be later amended.

- (a) **Waiver in Specific Circumstances.** Grantor and the Holder agree that in the event of a hurricane, fire, flood, drought, or similar event or if an insect, disease, or forest health pest outbreak occurs and sanitation or salvage harvests are necessary to prevent the outbreak from spreading to adjacent stands then the restrictions in this Section VII.E.1 may be temporarily waived with the prior written approval of the Holder.
- (b) **Supervision of Timber Harvesting.** Timber harvesting on the Protected Property must be supervised by a professional forester licensed in the State of Maine.

(c) Grantor's Reporting Obligations.

- (i) From time to time or upon request, Grantor will make best efforts to provide to the Holder copies of Forest Operations Notifications and other notifications regarding harvest locations, harvest activities, and related information (and all amendments, modifications changes, and supplements thereto) applicable to the Protected Property (the "Harvest Notifications") simultaneously with Grantor's transmittal of the same to the State of Maine, Department of Agriculture, Conservation and Forest, Bureau of Forestry (a/k/a the Maine Forest Service) or successor agency.
- (ii) Grantor must provide the Holder with a written annual report that accurately describes the forestry and other activities on the Protected Property during the preceding year, including harvest locations ("Annual Report"). Grantor must also describe in the Annual Report the estimated location, silvicultural objectives, and timing of all forestry operations and other activities planned for the coming year, including planned skid trail crossings. In the report, Grantor must also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan.
- (iii) Grantor must provide the Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the Annual Report.

2. **Vegetation Management to support Non-Intensive Outdoor Recreation and Affirmative Rights Conveyed to the State.** Grantor has the right, but not the obligation, to manage vegetation by cutting, pruning, and planting as necessary to accommodate Non-Intensive Outdoor Recreation in accordance with the Forest Management Plan and as set forth in Section VII.F. Such vegetation management may include the minimal removal of vegetation for safety purposes and for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that all such vegetation management must be conducted in a manner that does not adversely impact the Conservation Values and scenic character of the Protected Property; and further provided that no new openings or clearings in the forest greater than one-half (1/2) acre are permitted for such purposes without the prior written approval of the Holder.
3. **Incidental Operations.** Small-scale commercial or industrial operations incidental to and compatible or in connection with activities and uses expressly permitted under this Conservation Easement, such as commercial guiding, hunting bear over bait, and similar commercial recreational ventures, are allowed on the Protected Property. Subject to Holder's prior written approval, the processing and sale of products produced on the Protected Property incidental to and compatible or in connection with activities and uses permitted under this Conservation Easement are allowed on the Protected Property.

F. ACCESS

1. **Non-Motorized Public Access On and Across the Protected Property.** Grantor must permit public access on and across the Protected Property for Non-Intensive Outdoor Recreation in accordance with this section.

Grantor agrees to take no actions to prohibit or discourage non-motorized access by the public on or over the Protected Property for Non-Intensive Outdoor Recreation, subject to reasonable rules and regulations as provided in Section VII.F.3 and the Forest Management Plan.

2. **Fees.** Neither Holder nor Grantor may charge the public fees for access to or use of the Protected Property for Non-Intensive Outdoor Recreation. Under no circumstances may Grantor retain or allow exclusive use of the Protected Property to any person or entity for recreational purposes.
3. **Rules and Regulations.** Grantor may make reasonable rules and regulations for managing or prohibiting any of the following uses for Non-Intensive Outdoor Recreation: night use; camping; noise-generating activities; open fires; use of motor vehicles; paid guides, outfitters, or services; access by domesticated animals or pets; bear baiting or hunting with dogs; any use that may interfere with or be harmful to members of the public using the Protected Property, adversely impact the Conservation Values of the Protected Property, or the proper exercise of Grantor's reserved rights. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property, and to relocate designated trails, to protect fragile areas under study, or for safety purposes during Commercial Forestry Management Activities, or during other permitted management activities that may pose a hazard to recreational users or to ensure safety, to permit necessary maintenance, or to preserve scenic, ecological, or other Conservation Values of the Protected Property. Grantor shall make best efforts to provide prompt written notice to Holder for any restrictions to public access guaranteed under this easement where such restrictions either: a) are anticipated to last for more than one season; or b) will or may significantly affect Non-Intensive Outdoor Recreation (e.g., mainline road closures, trail access) or Holder's rights of monitoring and enforcement.
4. **Recreational Use Statute.** Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, Grantor or Holder for any injury to person or damage to property or loss of life that may be sustained by any person as a result of any entry on or use of the Protected Property, nor shall anything in this Easement be construed to limit, reduce, or waive any of Grantor's or Holder's protections, rights, or immunities under 14 M.R.S. § 159-A. Grantor and Holder specifically claim and retain all the protections, rights, defenses, and immunities provided under Maine law to owners, lessees, managers, holders of an easement, or occupants of land, including the protections contained in 14 M.R.S. § 159-A.
5. **Rights Granted and Reserved.** Nothing in this Conservation Easement shall be construed to preclude Grantor's right to grant licenses for management, or additional access on, over, or across the Protected Property for Non-Intensive Outdoor Recreation

by the public, and for motorized or mechanized use by the public, subject to the prior written approval of the Holder, provided such licenses are consistent with the Conservation Purposes of this Conservation Easement and do not adversely impact the Conservation Values of the Protected Property.

Additionally, nothing in this Conservation Easement shall prevent or limit access by Grantor or Holder across the Protected Property by motor vehicles over existing or approved forest roads for monitoring, management, or emergency purposes.

VIII. NOTICES, CONSENTS, AND APPROVALS

- A. Notices, Consents, and Approvals Provided to Holder.** Any notices, consents, or approvals provided to the Holder required by this Conservation Easement must be in writing and must be personally delivered or sent by registered or certified mail, or other courier providing reliable proof of delivery, to the following person and address, or such other person or address as may be hereafter specified:

Director, Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333-0022

With a copy to

Office of Attorney General
Natural Resources Division
6 State House Station
Augusta, ME 04333

All other communication must be made by reasonable means under the circumstances. Notices to Holder or Holder’s consent must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement.

- B. Notices, Consents and Approvals Provided to Grantor.** Any notices, consents, or approvals provided to Grantor required by this Conservation Easement must be sent by registered or certified mail, or other courier providing reliable proof of delivery, to Grantor’s designee at the following address, or to such other person or address as may be hereafter specified:

With a copy to



All other communication must be made by reasonable means under the circumstances. Such notices to Grantor or requests for Grantor consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Grantor to determine whether the matter disclosed in the notice or the matter as to which consent is requested is consistent with the terms of this Conservation Easement.

- C. **Other Reasonable Methods of Communication.** Notwithstanding the foregoing, as an alternative to delivery by registered or certified mail or other courier as provided above, notices, consents, and approvals may be delivered by other reasonable methods, such as email communications, as mutually agreed upon in advance, in writing, by Holder and Grantor. Documents with original signatures shall be provided upon the request of either party.
- D. **Designation of Agent for Grantor in Certain Cases.** In the event that the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, such grantor entity, or the common or joint owners, must designate an agent to be responsible for the granting of approvals of Grantor and the receipt of notices on behalf of Grantor. If no single owner or agent is so designated, the approval of or notice to, any executive officer of the business entity, or any one common or joint owner, is deemed the approval of or notice to all.

IX. COSTS AND LIABILITIES

- A. **Payment of Taxes and Discharge of Liens by Grantor.** Grantor must pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and, subject to Section XII.G, avoid the imposition of any liens resulting from the actions of Grantor, its contractors and agents, which may impact Holder's rights hereunder. Subject to Section XII.G, Grantor must keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Holder must not incur any liens or encumbrances against the Protected Property, including, without limitation, those arising out of any work performed for, materials furnished to, or obligations incurred by Holder.
- B. **No Possessory Rights.** Except as provided in Section VII, 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 shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.
- C. **Limitation on Obligations of Holder.** Grantor is responsible for, and Holder shall have no responsibility whatsoever for, the operation of the Property, or the monitoring of hazardous and other conditions thereon, unless expressly undertaken by separate written agreement. Notwithstanding any other provision of this Conservation Easement to the

contrary, this Conservation Easement shall not be construed such that: (1) it creates in Holder the obligations or liabilities of an “owner” or “operator” as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 *et seq.*) or any successor or related law; (2) it creates in Holder’s obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3) or any successor or related law; or (3) Holder has any control over Grantor’s ability to investigate and remediate any hazardous materials associated with the Protected Property. The term “environmental laws” includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

X. HOLDER’S AFFIRMATIVE RIGHTS

In addition to the public access rights granted to Holder’s in Section VII.F (“Access”) and in Section VII.A.8 (“Maintenance of Boundaries”) herein, Holder has the following additional rights:

- A. Holder’s Right of Entry.** In a reasonable manner, Holder has the right to enter the Protected Property, including over roads owned by Grantor or rights of way or other access ways available to Grantor for access to the Protected Property, for inspection, monitoring, and enforcement purposes (see Exhibits B and C).

- B. Enforcement.** Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including, without limitation, the right to require the restoration of the Protected Property to a condition in compliance herewith and receive damages for irreparable harm due to violation hereof. If Holder becomes aware of a violation or threatened violation of the terms of this Conservation Easement, then Holder must give written notice to Grantor and request that Grantor take corrective action sufficient to cure the violation or prevent the threatened violation, except where emergency circumstances or prevention of a threatened breach of this Conservation Easement require more immediate enforcement action. Wherever in this Conservation Easement Grantor is afforded or retains a right to provide a plan or otherwise express an intention to take an action (regardless of whether Holder has any right to approve same), nothing in this Conservation Easement may be construed to impair Holder’s right to seek injunctive or other relief as necessary to enforce the terms of this Conservation Easement against a violation or threatened violation hereof.

If a court determines that this Conservation Easement has been or is likely to be breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney’s fees, and any other payments ordered by such court. Nothing contained in this Conservation Easement may be construed to preclude Grantor’s or Holder’s rights to recover damages from any third party for trespass or other violation of their respective rights in this Conservation Easement and the Protected Property.

- C. Violations by Third Parties.** Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from the actions of a third party trespasser or any person who has been permitted on the Protected Property by Holder pursuant to this Easement; resulting from natural causes or environmental catastrophe beyond Grantor's control, such as insect infestation, fire, flood, storm, and earth movement; 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. Grantor must take all reasonable actions, consistent with customary standards for the management of comparable areas used for the same purposes as the Protected Property, to prevent or halt third parties from violating this Conservation Easement; such reasonable actions shall include informing Holder of such violations and requesting that Holder take appropriate enforcement action. Grantor and Holder, together or unilaterally, may take such action as may be reasonably necessary to remedy acts of authorized or unauthorized third parties that constitute a violation of this Conservation Easement. Furthermore, in the event of violations of this Conservation Easement caused by acts of third parties, at Holder's option, Grantor agrees to join in any suit for the purposes of pursuing enforcement action. Grantor shall remain responsible for violations of this Conservation Easement caused by acts of Grantor's employees, contractors, agents, invitees, guests, licensees, and other expressly or impliedly authorized third parties. As to violations arising from the acts or omissions of unauthorized third parties, Holder, together or unilaterally, shall have a right to enforce this Conservation Easement directly against Grantor if Grantor fails to cooperate with Holder in all reasonable respects to halt or abate the violation resulting from such acts or omissions, or fails to promptly report a known or suspected violation to Holder.
- D. Signs Identifying Holder.** Holder has the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points, to identify the Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.
- E. Third Party Enforcement Rights.** Pursuant to the Order, MDEP shall have all of the enforcement rights granted to Holder pursuant to this Section X, and shall act as a third party enforcer of this Conservation Easement.

XI. CONSERVATION EASEMENT REQUIREMENTS UNDER STATE AND FEDERAL LAWS AND REGULATIONS

- A. Conservation Purposes.** This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended at Title 26, U.S.C. Section 170(h)(1-6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended.
- B. Alternative Qualified Holder.** Holder is qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2) and under Internal Revenue Code Section 170(h)(3).

- C. **Assignment Limitation.** The burden of the Conservation Easement created hereby shall run with the Protected Property and is enforceable against all future owners in perpetuity. The benefits of this Conservation Easement are not appurtenant to any particular parcel of land but are in gross.

This Conservation Easement may be transferred or assigned only to a qualified holder pursuant to 33 M.R.S. § 476(2) and under Internal Revenue Code Section 170(h)(3) that is willing and able to hold this Conservation Easement for the Conservation Purposes and expressly agrees to assume the responsibility imposed on by the terms of this Conservation Easement. Any such assignee or transferee has the like power of assignment or transfer; provided, however, that any such further transfer or assignment is subject to the prior written approval of the State of Maine, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands (or the successor State agency thereto). If the then-current Holder of this Conservation Easement ever ceases to exist or fails to carry out the responsibility imposed on the Holder by the terms of this Conservation Easement, then the State of Maine, acting by and through its Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands (or the successor State agency thereto), in consultation with Grantor, will identify and select an appropriate entity to which this Conservation Easement may be transferred. Any assignment or transfer of responsibility for the Conservation Easement must be in a recordable form and must be recorded in the Somerset County Registry of Deeds.

- D. **Termination and Proceeds.** This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that any extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Conservation Easement are impossible to accomplish, and if Grantor, Holder, and MDEP agree.

Grantor and Holder agree that the grant of this Conservation Easement gives rise to a property right which vests immediately in Holder and which has a fair market value equal to the amount by which the fair market value of the Protected Property immediately before the imposition of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (the Original Percentage Reduction).

If either Holder or Grantor receive notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge, or appeal such proceedings, findings, or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

Should this Conservation Easement be terminated or extinguished as provided in this Section XI.D, in whole or in part, Holder shall be entitled to be paid no less than a portion of any proceeds of sale, exchange, or lease computed as to the greater of (i) the Original Percentage Reduction as required under U.S. Treasury Regulations at 1.170-A-14(g)(6)(ii); or (ii) the increase in value of the Grantor's property interest resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantors and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial Conservation Purposes of this Conservation Easement.

- E. Amendment.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. Holder and Grantor, with the approval of MDEP, may amend this Conservation Easement to enhance the Conservation Values of the Protected Property or add to the restricted property, provided that no amendment shall (i) affect this Conservation Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement, (iii) reduce the protection of the Conservation Values of the Protected Property, (iv) affect the qualification of this Conservation Easement as an "interest in land" or (v) affect the status of Holder as a "qualified organization." No amendment shall be effective unless the amendment complies with 33 M.R.S. § 477-A and is documented in a notarized writing executed by Holder, Grantor, and MDEP and is recorded among the land records of the County or Counties in which the Protected Property is located.

XII. GENERAL PROVISIONS

- A. Applicable Law.** This Conservation Easement is created pursuant to Maine's Conservation Easement statute 33 M.R.S. §§ 476 – 479-C, inclusive, as amended, and must be construed in accordance with the laws of the State of Maine and in accordance with the Conservation Plan.
- B. Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the Conservation Purposes. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by law, nor to prohibit the imposition of further land use restrictions by agreement of the parties (provided that such further land use restrictions shall be consistent with the Conservation Purposes) or by operation of law.
- C. Non-Waiver.** The failure or delay of Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement does not constitute laches, a waiver, or estoppel of its rights to do so at a later time. No act or failure to act by or on behalf of Holder, including failure to provide notice of a violation in accordance

with Section X (“Holder’s Affirmative Rights”), may be construed to constitute an approval, waiver, or estoppel in connection with Holder’s rights to enforce the terms of this Conservation Easement.

- D. Compliance.** A party’s obligation as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance with this Conservation Easement.

Responsibility of Grantor for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance unless Holder releases the new owner. In certifying Grantor’s compliance with the Forest Management Plan, the State may request, at Grantor’s cost, current stand-typing information (forest type-size-density classes) and information on timber harvest levels by species group that has occurred since the date of the then-current Forest Management Plan. At Grantor’s cost, Holder will provide certificates to third parties, indicating the extent to which, to Holder’s knowledge, there is compliance of the Protected Property with the terms of this Conservation Easement or compliance on the part of Grantor with any obligation hereunder. Such certificate shall be delivered within thirty (30) days of Grantor’s request and shall speak to the condition of the Protected Property as of the Holder’s most recent inspection. If Grantor requests the certificate to be as of a more recent inspection date, the Holder shall conduct an inspection within forty-five (45) days of receipt of Grantor’s written request thereof, which shall be at Grantor’s cost.

- E. Severability.** 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 remain valid.

- F. Standard for Holder Granting Discretionary Consent and Providing Prior Written Approval.** Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purposes. Holder may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Conservation Purposes. To make such determinations and when otherwise determining whether to provide its prior written approval when required by this Easement, the following standard applies: Holder may grant discretionary consent or provide prior written approval only if Holder has determined in its reasonable discretion that the proposed use is consistent with the Conservation Purposes, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, is consistent with the Conservation Plan, and does not result in a material, adverse impact on the Conservation Values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property

other than that which is expressly allowed herein, or that would be inconsistent with the Conservation Purposes or limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of Holder under any applicable laws, including 33 M.R.S. §§ 476 *et seq.*, and Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof.

- G. Liens Subordinated.** Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except as listed in Exhibit A, and that such liens are subordinated to Holder's rights under this Conservation Easement. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to Holder's rights under this Conservation Easement. Grantor must provide documentation of such subordination to Holder. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any lien or other interest in the Protected Property.
- H. Protections, Rights, and Immunities.** Nothing in this Conservation Easement shall be construed to limit, reduce, or waive any of Grantor's or Holder's protections, rights, or immunities under 14 M.R.S. § 159-A (Maine's recreational use statute), 14 M.R.S. §§ 8101-8118 (the Maine Tort Claims Act), or any other applicable provision of law or equity. Holder specifically claims and retains all such protections, rights, and immunities.
- I. Standing to Enforce.** Nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any existing public rights in or to the Protected Property acquired by common law, adverse possession, prescription or other law, independently of this grant. Nothing in this Section XII.I shall limit the third-party enforcement rights provided to MDEP pursuant to Section X.E.
- J. Holder's Ability to Exercise Rights.** The parties acknowledge that the ability of Holder to exercise the rights or carry out the duties of Holder hereunder, including, without limitation, the installation, operation, and maintenance of any recreational improvements on the Protected Property, are subject to the availability of moneys appropriated or otherwise available to Holder and designated for such purposes. Nothing in this Conservation Easement creates any obligation on behalf of Holder in excess of such availability of moneys appropriated or otherwise available to Holder.
- K. Certain Rights Preserved.** Without limiting Grantor's rights to prohibit third parties from engaging in activities that may result in claims adverse to Grantor's interest in the Property, and without acknowledging the validity of such claims of third parties that may exist now or in the future, this Conservation Easement shall not impair any existing prescriptive right in the Property that may have been acquired by the public or Holder prior to the date of this Conservation Easement, or any other right the public or Holder may have to use or access the Protected Property pursuant to law.

L. Subsequent Transfers.

- (a) Sale Subject to Conservation Easement. Except as specifically provided herein, nothing in this Conservation Easement shall be construed to prevent Grantor from selling or otherwise conveying or transferring the Protected Property to a third party, subject to the terms of this Conservation Easement.

- (b) Incorporation of Conservation Easement Terms. Grantor must incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of the Protected Property. Further, Grantor must notify Holder of the transfer of the Protected Property at least thirty (30) days prior to the date of such transfer. Grantor must provide a complete copy of this Conservation Easement to any transferee of any rights in the Protected Property before any such transfer and must provide Holder with a copy of any transfer documentation upon completion of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Notwithstanding anything to the contrary herein, the conveyance of the Protected Property includes all appurtenant rights associated with the Protected Property, including any and all rights of access thereto. In addition, upon conveyance of all or any portion of the Protected Property, consistent with the requirements in Section VII.B.1, Grantor may reserve rights of access across the lands so conveyed or other rights and easements for the benefit of Grantor's retained lands.

[signatures on the following pages]

XIII. HABENDUM AND SIGNATURES

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and their successors and assigns forever.

IN WITNESS WHEREOF, _____ has caused this Conservation Easement to be executed by its duly authorized representative as of this ___ day of _____, 2025.

Signed, sealed and delivered

in the presence of:

By: _____

Name:

Its:

Hereunto duly authorized

State of Maine

County of _____, ss. _____, 2025

Personally appeared the above named _____, in his capacity as the _____ of _____ and acknowledged the foregoing instrument to be his free act and deed in his said capacity, on behalf of said _____.

Before me,

Notary Public/Maine Attorney-at-Law

Name: _____

XIV. ACCEPTANCE BY STATE

Pursuant to 12 M.R.S. § 1850(1) & 33 M.R.S. § 477(2), Andrew R. Cutko, Director of the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, hereby accepts this Conservation Easement on behalf of the STATE OF MAINE.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

STATE OF MAINE, Bureau of Parks and Lands
Department of Agriculture, Conservation and Forestry

By: _____
Andrew R. Cutko
Its Director, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Andrew R. Cutko, Director of the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, and acknowledged acceptance of the above and foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the STATE OF MAINE.

Before me,

Name:
Notary Public/Attorney-at-Law

Pursuant to 33 M.R.S. § 477(2) and 38 M.R.S. § [REDACTED], Melanie Loyzim, Commissioner of the Department of Environmental Protection, hereby accepts the third-party enforcement rights contained in this Conservation Easement on behalf of the Department of Environmental Protection.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

Department of Environmental Protection

By:

Melanie Loyzim
Its Commissioner, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Melanie Loyzim, Commissioner of the Department of Environmental Protection and acknowledged acceptance of the above and foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of the Department of Environmental Protection.

Before me,

Name:
Notary Public/Attorney-at-Law

XV. CONSENT OF COMMISSIONER

Pursuant to 12 M.R.S. § 1850(1), the Commissioner of the Department of Agriculture, Conservation and Forestry, hereby gives consent to acquisition by the STATE OF MAINE, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, of the above and foregoing Conservation Easement.

Executed this _____ day of _____, 2025.

Signed Sealed & Delivered

STATE OF MAINE
Department of Agriculture, Conservation and Forestry

By: _____
Amanda E. Beal
Its Commissioner, Duly Authorized

in the Presence of:

STATE OF MAINE
COUNTY OF KENNEBEC.

Date:

Personally appeared the above-named Amanda E. Beal, Commissioner of the Department of Agriculture, Conservation and Forestry, and acknowledged acceptance of the above and foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the STATE OF MAINE.

Before me,

Name:
Notary Public/Attorney-at-Law

XVII. ATTACHMENTS TO CONSERVATION EASEMENT

EXHIBIT A – Legal Description of the Protected Property

EXHIBIT B – Survey Plan of the Protected Property

EXHIBIT C – Map of Roads and Trails

EXHIBIT D – Map of Wetlands and Streams

EXHIBIT E – Existing Plantations located on the Protected Property

Exhibit A

Legal Description of the Protected Property

Exhibit B

Survey Plan of the Protected Property

Exhibit C

Map of Roads and Trails

Exhibit D

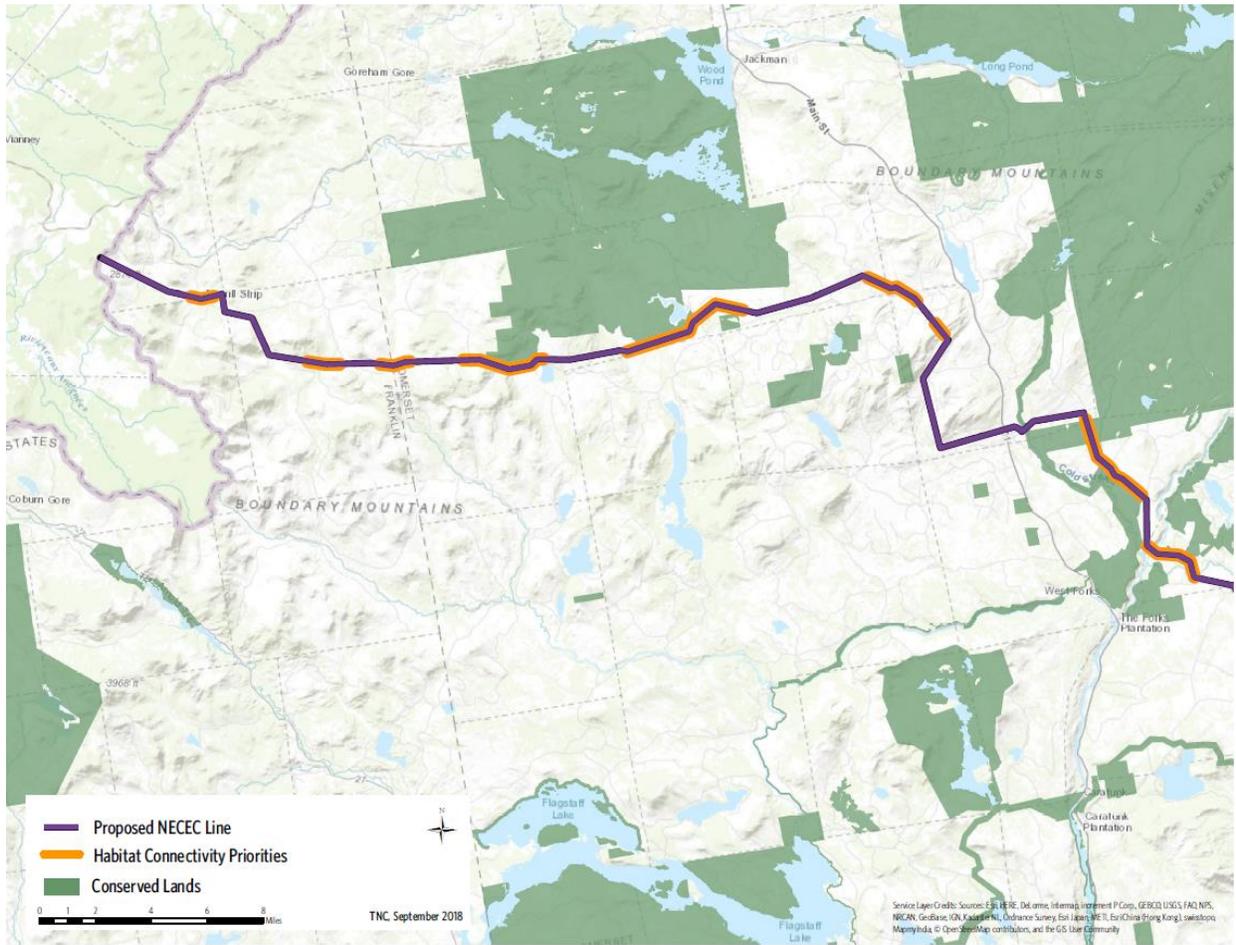
Map of Wetlands and Streams

Exhibit E

Existing Plantations located on the Protected Property

ATTACHMENT 3

TNC Exhibit 7: Priority areas for habitat connectivity in the proposed NECEC corridor (The Nature Conservancy)



ATTACHMENT 4

From: CHRIS GLYNN <CHRIS.GLYNN@EDP.COM>

Sent: Wednesday, June 11, 2025 11:41 AM

To: DEP, NECEC <NECEC.DEP@maine.gov>

Subject: EDP Renewables North America LLC - Comments in Support of the NECEC Conservation Plan Submitted May 9, 2025

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Maine Department of Environmental Protection:

EDP Renewables North America LLC is a major, well-established player in North America's clean energy sector. With a robust and diverse project portfolio, EDPR NA is playing a significant role in driving the region's shift to renewable energy—both at scale and on the local level. In addition to our utility-scale Aroostook County wind generation project currently under development, we have two operational solar projects in Maine, and several more in development.

I'm writing on behalf of EDPR NA to express support for the Conservation Plan submitted by NECEC Transmission LLC on May 9, 2025. The plan outlines a well-considered and actionable strategy to permanently protect more than 50,000 acres of forested land in the vicinity of Segment 1 of the NECEC transmission corridor. It responds directly to the conditions set by the Department and the Board and reflects a serious commitment to environmental stewardship.

While the process leading to these requirements has not been without challenges, NECEC has approached the outcome with seriousness and diligence. Despite the complexity and scrutiny applied to this project, the developer has worked within the system and complied with the expectations laid out in the original permit. The Conservation Plan, in particular, goes beyond minimal requirements. It prioritizes mature forest management, strengthens wildlife habitat connectivity, and preserves an expansive, strategically located block of land that links with hundreds of thousands of acres of conserved areas in western Maine.

It's also encouraging to see the strong coordination between NECEC and the Maine Bureau of Parks and Lands, which has provisionally agreed to serve as the easement holder. That collaboration has resulted in a conservation approach that's both ecologically meaningful and practical to implement. These kinds of partnerships between project developers and state agencies are essential if Maine is going to meet its clean energy and climate commitments.

As a company doing business in Maine and hoping to develop more energy projects in the future, a regulatory process that is predictable and fair—where developers can have confidence that meeting permit conditions will allow projects to proceed—is crucial. That kind of consistency not only reinforces trust in the system but also encourages responsible development that aligns with Maine's energy and environmental priorities.

Thank you for the opportunity to provide these comments.

Respectfully,

Chris Glynn

EDP Renewables North America LLC



Chris Glynn
EDP Renewables North America
Government Affairs

c. 207.357.3507



Please reply during your own working hours and consider the environment before printing.

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