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May 9, 2025

VIA MELS PORTAL

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

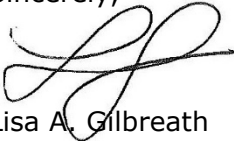
Re: Condition Compliance Submission for Condition #39 of Maine Department of Environmental Protection Site Location/NRPA Permit Numbers #L-27625-26-A-N, L-27625-TG-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N and for Condition #10 of the Maine Board of Environmental Protection Permit Numbers L-27625-26-F-Z, 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. Hallowell:

On behalf of NECEC Transmission LLC, please find enclosed a revised Conservation Plan 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: DEP/LUPC Service List (last updated 2024)
Rob Wood, Director, Bureau of Land Resources

NEW ENGLAND CLEAN ENERGY CONNECT
50,000 ACRE CONSERVATION PLAN

Revised May 9, 2025

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- Attachment 1: Conservation Easement
- Attachment 2: Preliminary Consent
- Attachment 3: Draft Forest Management Plan

Executive Summary

On May 11, 2020, the Maine Department of Environmental Protection (MDEP) completed its 29-month application review and issued an Order approving the New England Clean Energy Connect (NECEC) Project Site Location of Development Act and Natural Resources Protection Act permit applications. Special Condition #39 of the MDEP Order requires the development of a Conservation Plan to permanently conserve 40,000 acres in the vicinity of Segment 1 (Beattie Township to The Forks Plantation) to compensate for the fragmenting effect and the related edge effect of the Segment 1 portion of the NECEC on habitat in the region by promoting habitat connectivity and conservation of mature forest areas. The required area to be conserved was increased to 50,000 acres by the Maine Board of Environmental Protection (Board) Order dated July 21, 2022, that affirmed the MDEP Order. Collectively, the MDEP Order and the Board Order are referred to herein as the “Permit Orders.”

In compliance with the Permit Orders, this Conservation Plan, along with the accompanying Conservation Easement (CE) and draft Forest Management Plan (FMP), presented by NECEC Transmission LLC (NECEC LLC), along with Weyerhaeuser Company (Weyerhaeuser), conserves more than 50,000 acres of largely contiguous property adjacent to Segment 1 (the Protected Property), to be managed for mature forest and habitat connectivity, including wildlife travel corridors within riparian areas and between mature forest habitats. This will be accomplished by extinguishing development rights and modifying existing silvicultural practices on the property to prioritize mature forest habitat conservation and to create a shifting mosaic of predominantly mature forest blocks, which increase overall mature forest habitat and provide habitat connectivity, and by establishing permanent wildlife travel corridors along riparian areas. Compared to current management practices, the proposed intensive conservation management described in the CE will result in an increase from 40% in the 35+ foot age class and 13% in the 50+ foot age class today, to 65% in the 35+ foot height class and 50% in the 50+ foot age class by 2065. Achieving 50% in the 50-foot age class by 2065 and thereafter in perpetuity represents a substantial change in management practices, and a substantial improvement in wildlife habitat that will endure beyond the life of the NECEC Project.

Among many natural resource attributes, the area to be conserved includes and protects blocks of habitat for species preferring mature forest habitat and wildlife travel corridors along riparian areas and between mature forest habitat. Habitat and important habitat features for a wide variety of species is abundant, as are large areas of otherwise developable land that will be protected in perpetuity under the proposed CE.

In addition to establishing perpetual conservation of mature forest and habitat connectivity, the unique location of this conservation parcel creates a sweeping landscape of surrounding conserved land, including Leuthold Forest Preserve (16,934), Moose River/#5 Bog Conservation easement (4,790-acres) and the Attean Pond Conservation Easement (20,000 acres) to the northwest, the Cold Stream Public Land Unit (8,150-acres) running north and south directly through the protected property, and the Moosehead Conservation Easement (355,449-acres) to the east and north. In other words, the more than 50,000 acres subject to this Conservation Plan is strategically located to connect almost 450,000 acres of contiguous conserved habitat.

The Permit Orders require the conserved land to be “in the vicinity of Segment 1.” By working closely with Weyerhaeuser and in consultation with Maine’s natural resource agencies, NECEC LLC has acquired for the State rights to key parcels at the center of the conservation footprint in this region. Like the final pieces

in a puzzle, these more than 50,000 acres serve as a force multiplier to improve, maintain, and conserve wildlife habitat and habitat connectivity within and beyond the conservation parcel boundaries.

1.0 Introduction and Background

The Permit Orders require NECEC LLC to identify a total of 50,000 acres, in blocks of not less than 5,000 acres unless adjacent to existing conserved land or otherwise uniquely appropriate to the goals of the Conservation Plan, for conservation via a legal interest such as fee ownership or a conservation easement. In addition, in response to agency and stakeholder input, NECEC LLC prioritized areas adjacent to conserved land and those with existing mature forest habitat.

To fulfill the requirements of the Conservation Plan, NECEC LLC needed to identify land that satisfied the above criteria and a landowner willing to agree to implement new and explicit conservation management regimes in perpetuity. NECEC LLC utilized publicly available information and technology as part of the habitat block evaluation processes, compiling tract boundaries and acreages, ownership interests, and current and past land uses.

This level of analysis revealed a target area of approximately 2.9 million acres, with 47 distinct large landowners. Weyerhaeuser emerged as a strong conservation partner, and within their ownership of over 800,000 acres in Maine, there were multiple connected parcels in the vicinity of and, in fact, surrounding Segment 1 and bordered by existing conserved land.

The Conservation Plan has a primary goal of promoting habitat connectivity and conservation of mature forest areas. The term “mature forest” is not defined in the Permit Orders, but there is ample evidence in the record to support a threshold condition of those forest stands that achieve a minimum height of 35 feet. Testimony was offered that pine marten, an umbrella species, preferred habitat with trees at least 30 feet tall.¹ The MDEP stated that, based on its review of the evidence in the record, taller vegetation, with a minimum height of 35 feet, is appropriate to support wildlife.² In considering the minimum vegetative height in certain Wildlife Areas,³ the Board found that “the maintenance of taller vegetation in Wildlife Areas further reduces the fragmenting impact of the Segment 1 on wildlife habitat and promotes connectivity.”⁴ Despite the consistent reference to this 35-foot height in the record, this Conservation Plan introduces protections beyond this minimum height for mature forest. Through consultations with Maine Bureau of Parks and Lands (BPL), Maine Natural Areas Program (MNAP), and the Maine Department of Inland Fisheries & Wildlife (MDIFW), a threshold of 50 feet or greater height with a basal area of 60 square feet of native trees species was agreed upon as the definition of Mature Forest habitat.

This Conservation Plan is just one of multiple preservation, mitigation, and compensation measures required by the Permit Orders, which include measures related to coldwater fisheries, inland waterfowl and wading bird habitat, significant vernal pools, winter habitat and travel corridors for deer, and recreational uses, among other measures and financial commitments that ensure the Project has no unreasonable impact on natural resources. These are described more thoroughly in MDEP Order Sections

¹ MDEP Order at 78; see also Board Order at 53.

² MDEP Order at 79, 90; see also Board Order at 42-44, 49.

³ The MDEP Order “imposes substantial, additional conditions on the construction and maintenance of the Segment 1 corridor, for example, by requiring taller vegetation in 12 Wildlife Areas and tapering the entirety of Segment 1 outside of these areas.” MDEP Order at 4, n.3; see also *id.* at Appendix C.

⁴ Board Order at 53.

5.D, 6, and 7.D; MDEP Order Appendices C and F; and Board Order Section 10.B(5)-(8). As required by the Permit Orders, this Conservation Plan focuses solely on compensation for the fragmenting effect of the transmission line on habitat in the region of Segment 1 and the related edge effect.

2.0 NECEC Permit Orders and Conditions

The issuance of the MDEP Order followed a 29-month regulatory review, which included six days of evidentiary hearings and two nights of public testimony. The issuance of the Board Order followed an appeal that spanned more than two years, during which the Board heard argument from appellants on impacts to wildlife, fisheries, and other natural resources, including more specifically habitat fragmentation and wildlife travel corridors. This extensive analysis by these agencies resulted in final Permit Orders that exceed 300 pages.

The MDEP required development of the Conservation Plan, as well as the associated CE and FMP, specifically and explicitly to address habitat fragmentation as set forth at Section 7.D.(2)(a)(3) of its Order. Other minimization measures addressing habitat fragmentation include vegetation management strategies and construction modifications, such as tapering of vegetation and taller poles and vegetation requirements, as set forth at MDEP Order Section 7.D.(2)(a)(1)-(2). The MDEP required other preservation, mitigation, and compensation measures to address impacts to other natural resources, including Significant Vernal Pools and Other Significant Wildlife Habitat; Brook Trout and Coldwater Fisheries; Deer Wintering Areas; Threatened and Endangered Species Habitat; Wetlands and Waterbodies; and Unusual Natural Areas. Avoidance, minimization, and mitigation of impacts to these resources are addressed elsewhere in the MDEP Order.

As set forth in MDEP Order Sections 5.D, 6, and 7.D; MDEP Order Appendices C and F; Board Order Section 10.B(5)-(8); and the 350+ page Compensation Plan approved by the MDEP, the full package of MDEP avoidance, minimization, and mitigation requirements includes, but is not limited to:

- Maintaining full height, tapered, and taller vegetation within the Segment 1 transmission line corridor as outlined in Appendix C
- Maintaining deer travel corridors in the locations identified in Table C-1
- Leaving trees that have been cut during routine maintenance
- Maintaining 100-foot riparian filter areas along all perennial streams in Segment 1, all coldwater fisheries streams in all Project segments as identified in Appendix E, all streams containing threatened or endangered species, and all Outstanding River Segments
- Maintaining 75-foot riparian filter areas on all other streams
- Conserving the Basin Tract, Lower Enchanted Tract, and Grand Falls Tract, which together include 1,053.5 acres of land and 12.02 linear miles of stream
- Conserving the Little Jimmy Pond Tract, Flagstaff Lake Tract, and Pooler Pond Tract, which together include 510.75 acres of wetland and 1,022.4 acres of land area
- Conserving 717 acres of land within the Upper Kennebec River DWA and providing 10 travel corridors within this DWA
- Time of year construction limitations/prohibitions in mapped habitat for wood turtles and Rusty Blackbird
- Contributing \$877,010.06 to the ILF program for unavoidable impacts to SVPs (\$623,657.53) and IWWHs (\$253,352.53), and contributing \$649,771.95 to Maine Endangered and Nongame Fund for impacts to RBM and NSS (\$469,771.95) and riparian buffers (\$180,000.00)

- Contributing \$1,875,000 for replacement of culverts blocking fish passage
- Contributing \$1,234,526.82 to the Maine Natural Areas Conservation Fund for impacts to Goldie's Wood Fern and the Jack Pine Forest

Each of these MDEP mandates is in addition to the conservation of 50,000 acres required by the Permit Orders. The Conservation Plan therefore need not address Project impacts to, for example, fisheries, wetlands, and unusual natural areas because compensation for impacts to those natural resources are addressed elsewhere in the Permit Orders. Collectively, the MDEP and the Board found these measures ensure that the Project will not unreasonably impact natural resources. The Board concluded:

The Board finds that this [50,000-acre] amount adequately compensates for the impacts of the project on wildlife habitat, including habitat fragmentation. 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.

In other words, this Conservation Plan is just one component of a comprehensive impact avoidance, minimization, mitigation and compensation set of requirements conditioned by the MDEP, each of which addresses a particular impact. The “primary goal” that the MDEP established for the Conservation Plan is “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.” The MDEP and the Board on appeal determined that these preservation, mitigation, and conservation measures, collectively, allow for the protection of wildlife and fisheries, unusual natural areas, significant wildlife habitat, and freshwater wetlands.

2.1 Permit Orders’ Conservation Requirement

The NECEC Project Segment 1 is an approximately 53.1-mile long transmission line that starts at the Maine/Quebec border in Beattie Township and continues to The Forks Plantation. The Project then continues to the point of interconnection with the New England grid in Lewiston, providing 1,200 MW of clean energy to New England.

MDEP Order Special Condition #39 states that the Permittee⁵ must develop and submit to the MDEP, for its review and approval, a Conservation Plan to permanently conserve 50,000 acres (formerly 40,000 acres) in the vicinity of Segment 1. The MDEP Order states:

⁵ Central Maine Power was granted the original permit by the DEP; the permit was subsequently partially transferred to NECEC Transmission LLC.

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;
- 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;
- Include a draft Forest Management Plan establishing how, consistent with the primary goal of the Conservation Plan, the conservation area(s) will be managed, including to provide blocks of habitat for species preferring mature forest habitat and wildlife travel corridors along riparian areas and between mature forest habitat;
- Explain the legal interest, such as fee ownership or a working forest conservation easement, that will be acquired in each area; the proposed owner or holder of this interest; and the qualifications of each proposed owner or holder;
- Include preliminary consent from any proposed owner or holder;
- Explain how the applicant will ensure the availability of stewardship funding (e.g., funding for monitoring and enforcement) needed to support achievement of the goals of the Conservation Plan; and
- Ensure the MDEP will have third party enforcement rights.

Prior to commercial operation of the project, the approved Conservation Plan must be fully implemented, unless, upon a showing by the applicant that it has made reasonable, good faith efforts to implement the Conservation Plan and additional time, not more than four years from the date of this Order, is needed, the [MDEP] approves an extension of the implementation deadline. Prior to implementation, all forest management plans, and all conservation easements, deed restrictions, covenants, or other legal instruments designed to fulfill the objectives of the Conservation Plan, must be submitted to the [MDEP] for review and approval.

On appeal of the MDEP Order, the Board affirmed that the conditions set forth in the MDEP Order ensure that the Project will not unreasonably harm (e.g.) brook trout or brook trout habitat, but determined that additional measures were required to address habitat fragmentation and wildlife corridors. For example, the Board ordered NECEC LLC to collect lidar data and submit GIS mapping for Segment 1 that enables evaluation of vegetation height and canopy closure within each progressively taller tapered zone and the identified Wildlife Areas, along with a pre- and post-vegetation removal analysis that evaluates and compares vegetation height and describes the composition of the stand.

The Board also amended Special Condition #39 to increase the conserved acreage from 40,000 acres to 50,000 acres, finding that “this amount adequately compensates for the impacts of the project on wildlife habitat, including habitat fragmentation.” Accordingly, the Board conditioned its affirmation of the MDEP Order as follows:

The Conservation Plan required by Special Condition 39 of the Department Order is amended to require permanent conservation of 50,000 acres in the vicinity of Segment 1.

Special Condition #10 required amendment of the initial Conservation Plan to accomplish conservation of 25% more acreage and resulted in the filing of this revised Conservation Plan for the MDEP's review and approval.

3.0 Conservation Plan

In compliance with the Permit Orders, this Conservation Plan conserves more than 50,000 acres of land in the vicinity of Segment 1. Its primary goal is 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.

3.1 Components of the Conservation Plan

NECEC LLC's overall plan for conservation of 50,000 acres in accordance with the Permit Orders consists of three components: 1) a Conservation Easement; 2) a draft Forest Management Plan; and 3) this Conservation Plan. The CE (at Attachment 1) will be recorded in the Somerset County Registry of Deeds and contains the governing rights and responsibilities that will permanently encumber the Protected Property upon the MDEP's review and approval. The draft FMP is, at the time of filing this Conservation Plan, in the format of a table of contents agreed to by BPL and Weyerhaeuser. With input from MDIFW, BPL and Weyerhaeuser will finalize the FMP for filing with the MDEP on or before July 15.

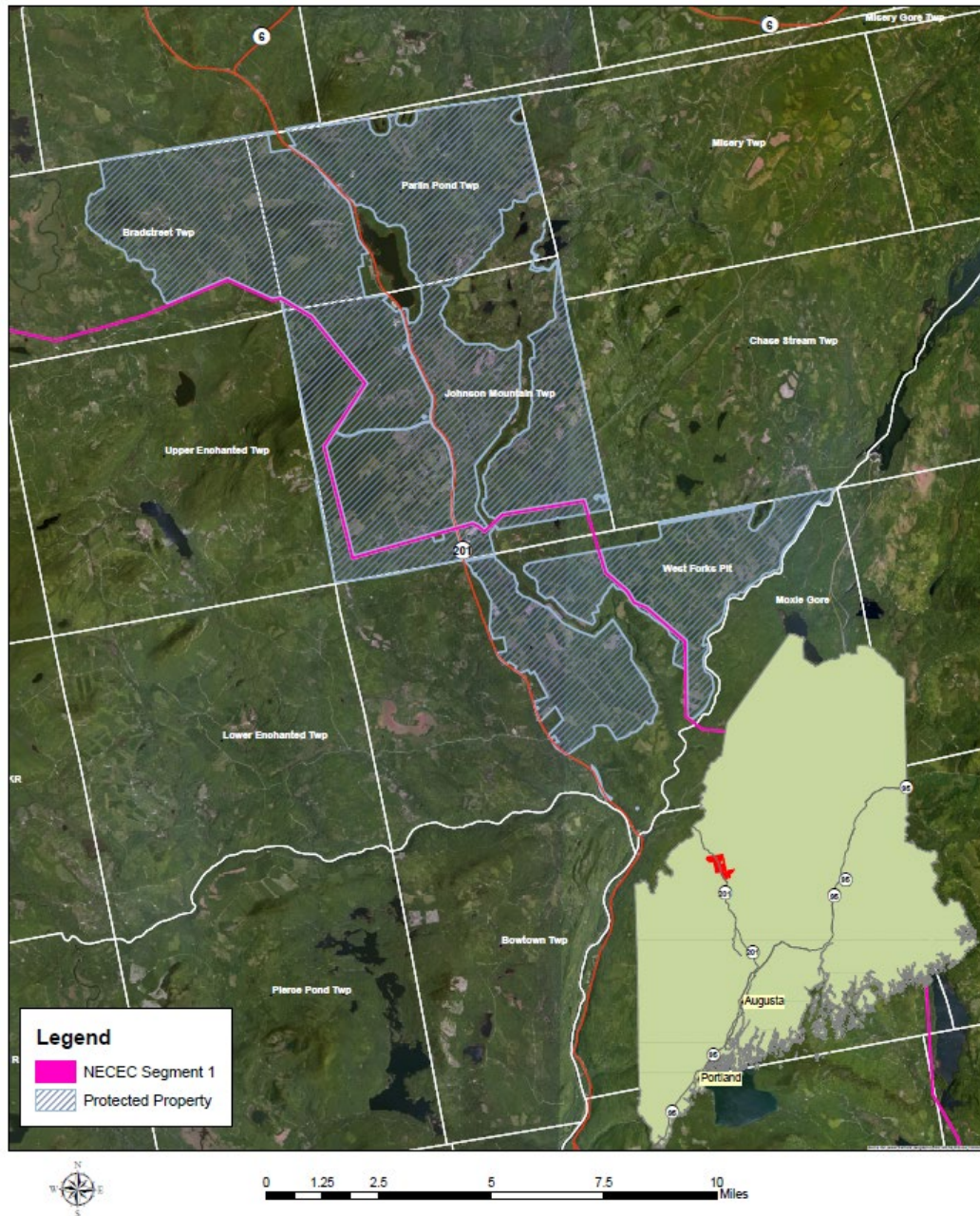
Development of a robust conservation easement followed by a forest management plan that implements the terms of the conservation easement is the BPL's customary procedure for ensuring accurate forest condition documentation for the Protected Property. Accordingly, BPL and Weyerhaeuser have agreed to the terms of the attached CE, and the draft FMP (at Attachment 3) will be developed by those parties. That FMP will be implemented upon MDEP's review and approval. Finally, this Conservation Plan describes in detail how the plan meets the requirements of the Permit Orders.

3.2 Conservation Area

3.2.1 Largely Contiguous Block of 50,000 acres

The Permit Orders require that any conservation area be at least 5,000 acres unless adjacent to existing conserved land. This Conservation Plan greatly exceeds this requirement by conserving one largely contiguous block of approximately 50,063 acres, which itself is surrounded by already-conserved land. The Protected Property is currently under single ownership and is managed under a common forest management regime, which will allow timely and well-coordinated implementation of the conservation measures required by the Permit Orders. The Protected Property is located in Bradstreet Township, Johnson Mountain Township, Parlin Pond Township, and West Forks Plantation. It is immediately adjacent to (i.e., abuts and adjoins) multiple conserved parcels, forming one large sweep of conservation land and connected wildlife travel corridors. Segment 1 of the NECEC bisects the Protected Property, ensuring that any fragmenting or edge effect caused by the transmission line during its operational life is mitigated by establishing the conservation measures described herein in the immediate vicinity of Segment 1 in perpetuity.

Figure 1. Map of the Protected Property⁶



3.2.2 Conservation Value

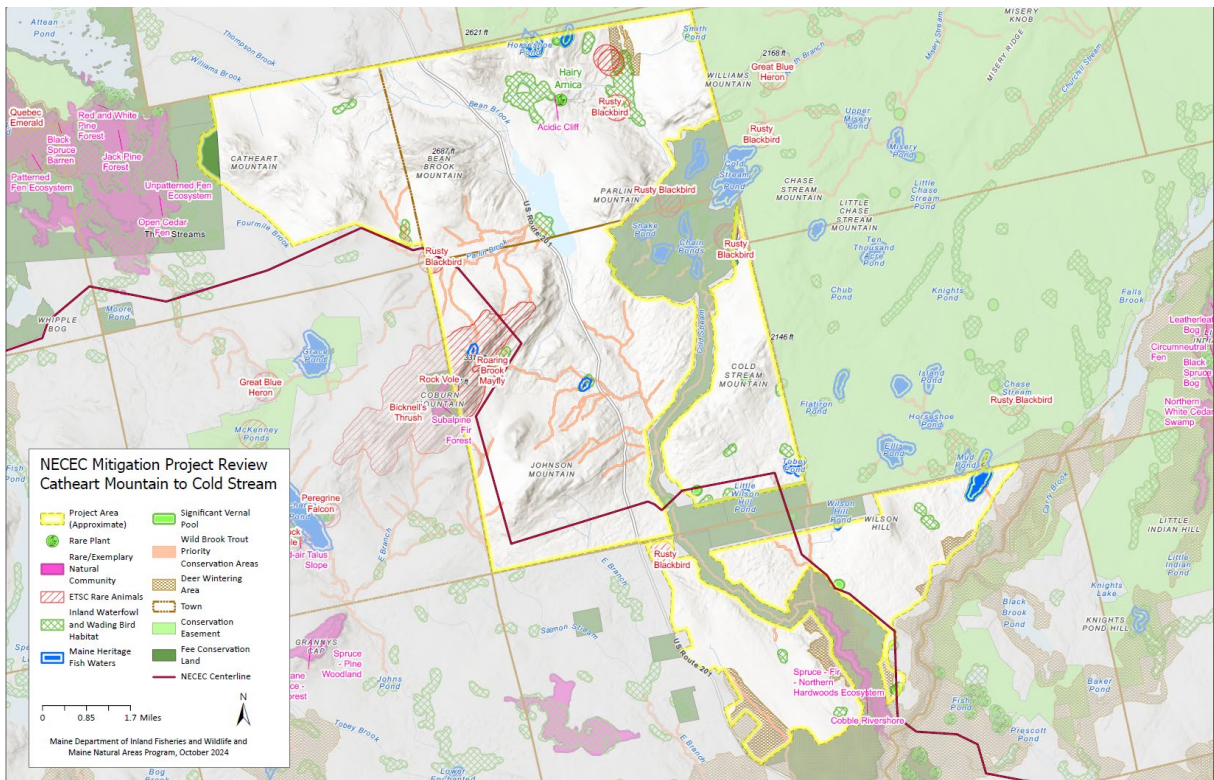
The Protected Property is a forested land area of significant breadth and diversity, with outstanding values including sizeable blocks of mature forest. It is interspersed with upland, riparian, and wetland vegetative communities composed of coniferous, deciduous, and mixed-wood forest of varied age classes with approximately 40% of the area currently 35 feet in height or taller. Large blocks of the property have ecological importance as wildlife and fisheries habitat, including for species that prefer mature forest such

⁶ All maps are approximate and subject to confirmation in baseline documentation to be developed with BPL.

as pine marten (*Martes americana*), and white-tailed deer (*Odocoileus virginianus*) as well as brook trout (*Salvelinus fontinalis*), landlocked salmon (*Salmo salar sebago*), other fish, and many species of forest interior dwelling birds, waterfowl, reptiles, and amphibians. The Protected Property includes extensive bogs, wetlands, rivers, an abundance of seasonal and perennial streams, lakes, remote ponds and other water bodies, and unique natural features, all of which will benefit from the overall conservation of the Protected Property. The conservation management described in the FMP would protect, maintain, and enhance the habitat value for these species.

In fact, much of the Protected Property has ecological importance as wildlife and fisheries habitat. MDIFW and MNAP have mapped the 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 that will benefit from the protections afforded under the CE and FMP. These specifically include Inland Waterfowl and Wading Bird Habitat, Maine Heritage Fish Waters, Significant Vernal Pools, and Wild Brook Trout Priority Conservation Areas that will not only benefit from the mature forest management but, importantly, will benefit from the significant protections around perennial streams not commonly found in a working forest easement, described below. Management of the Protected Property as proposed herein will greatly benefit the plant and wildlife habitat, as well as water quality, that would otherwise be impacted by forestry practices allowable under current law and potential future development. Consultations with MDIFW are required under the terms of the CE, which will ensure that plant and wildlife habitat and water quality are considered in the management of the Protected Property in perpetuity.

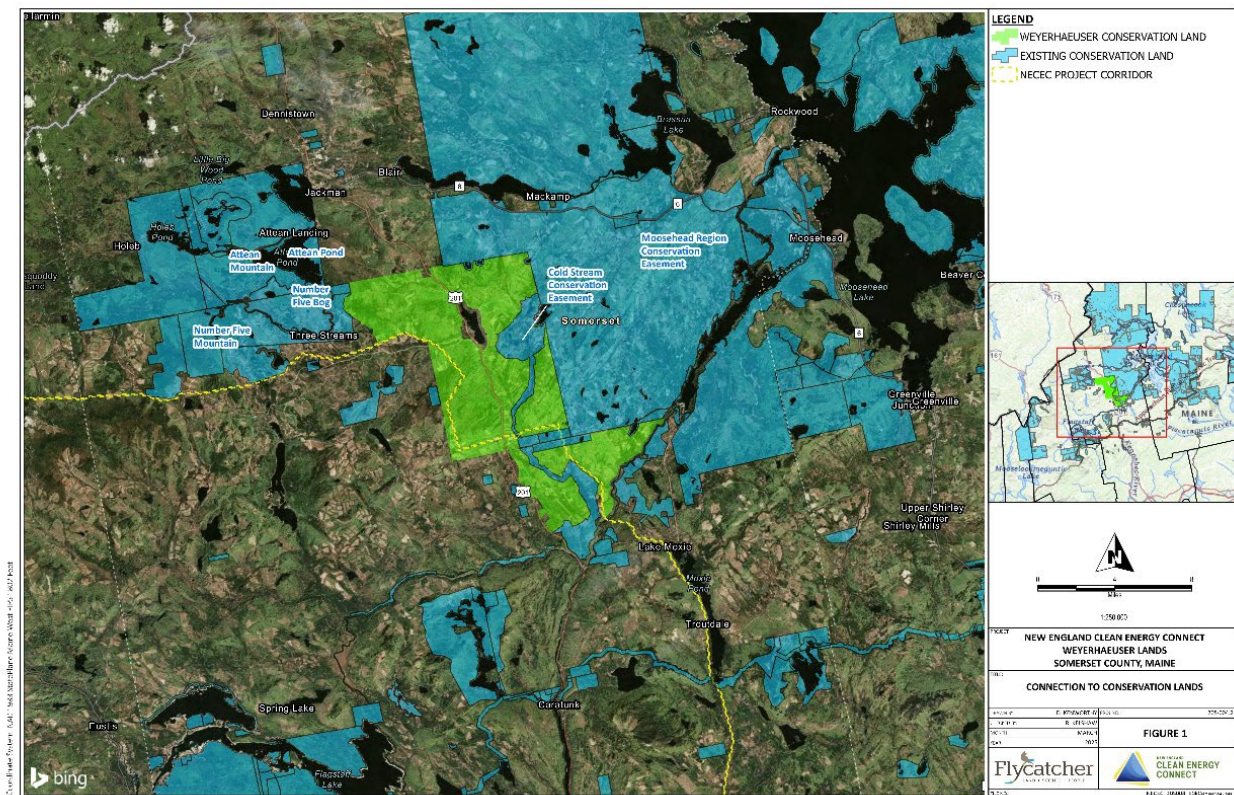
Figure 2. MDIFW and MNAP NECEC Mitigation Project Review



Protecting the property through the CE ensures that development will never adversely impact the ecological benefits of such habitats and their resident species. By preventing residential, commercial, industrial and other traditional development, conservation of the Protected Property under the terms of the CE will ensure the perpetual protection and preservation of its conservation values.

The Protected Property further enhances and extends a large landscape of protected land due to its adjacency to existing conservation lands. A map of the Protected Property and surrounding conserved lands is included below as **Figure 3**. To the northwest is the Leuthold Forest Preserve (16,934 acres), Moose River/#5 Bog Conservation easement (4,790-acres), and the Attean Pond Conservation Easement (20,000 acres); the Cold Stream Public Land Unit (8,150-acres) extends north/south and runs through the Protected Property; and the Moosehead Conservation Easement (355,449-acres) lies to the east and north. The Protected Property fills a conspicuous gap between these areas, creating almost 450,000 contiguous acres in conservation.

Figure 3. Connection to Conservation Lands



3.3 Primary Goal of the Conservation Plan

Currently the Protected Property is managed primarily for the sustainable production of commercial forest products. In contrast, the primary management goal of the Conservation Plan, as reflected in the CE and draft FMP as well as this document, is to compensate 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. How this goal is achieved is described in more detail below.

3.3.1 Mature Forest Management

Under current management standards and state law, forests on the Protected Property are not managed with a goal of producing mature forest habitat and habitat connectivity. Trees under 35 feet in height comprise 60% of the acreage, with only 13% currently taller than 50 feet, and riparian areas may be harvested. Where openings are created, however, natural reforestation occurs and direct planting of seedlings is also selectively applied, providing benefit to wildlife under the sustainable forestry operations across the Protected Property today. The CE provides that the Protected Property will be managed to meet the goals of mature forest areas and habitat connectivity.

Specifically, regarding mature forest conservation, the CE directs conservation management of the Protected Property, which is anticipated to result in 50% of the landscape with 50 foot or taller trees and a minimum basal area of 60 square feet per acre by approximately the year 2065 and thereafter in perpetuity. These target heights and basal areas will be maintained in perpetuity by managing for a dynamic landscape that includes different stages of growth, ages, and composition. As shown on **Figure 4**, under this CE, over the next forty years the percentage of trees over 50 feet in height will increase from approximately 13% today to approximately 50% by approximately 2065. This is a significant increase compared to current conditions as well as what the forest conditions could otherwise look like in 2065 under current management standards, and an incomparable improvement over potential management that adhered strictly to minimum state standards or, alternatively, to development of the property. A visual depiction of current forest heights by age class is included as **Figure 5**, and a visual depiction of forest heights by age class anticipated in 2065 and beyond under the CE is included as **Figure 6**.

Figure 4. Current and expected percentage and acreage of Protected Property in age classes less than 35 feet, over 35 feet, and over 50 feet under present management in 2025 and the management practices described in this Conservation Plan and the accompanying CE in approximately 2065. (Percentages are based on total acreage available for productive growth of forest; acreages are approximate.)

	<35'	≥35'	≥50'
2025	60%	40%	13%
2065	35%	65%	50%

Figure 5. 2025 Forest Heights by Age Class Under Current Management

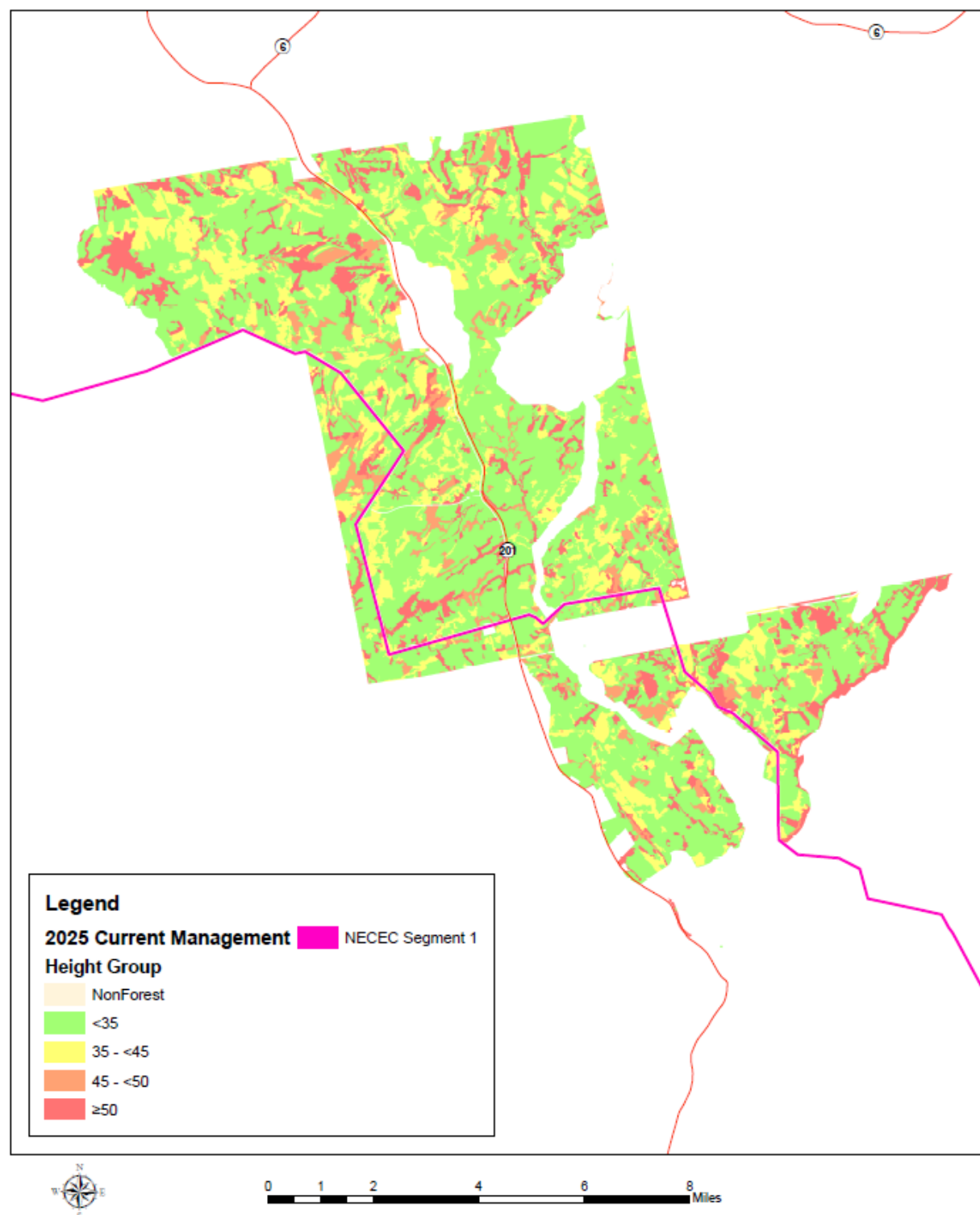
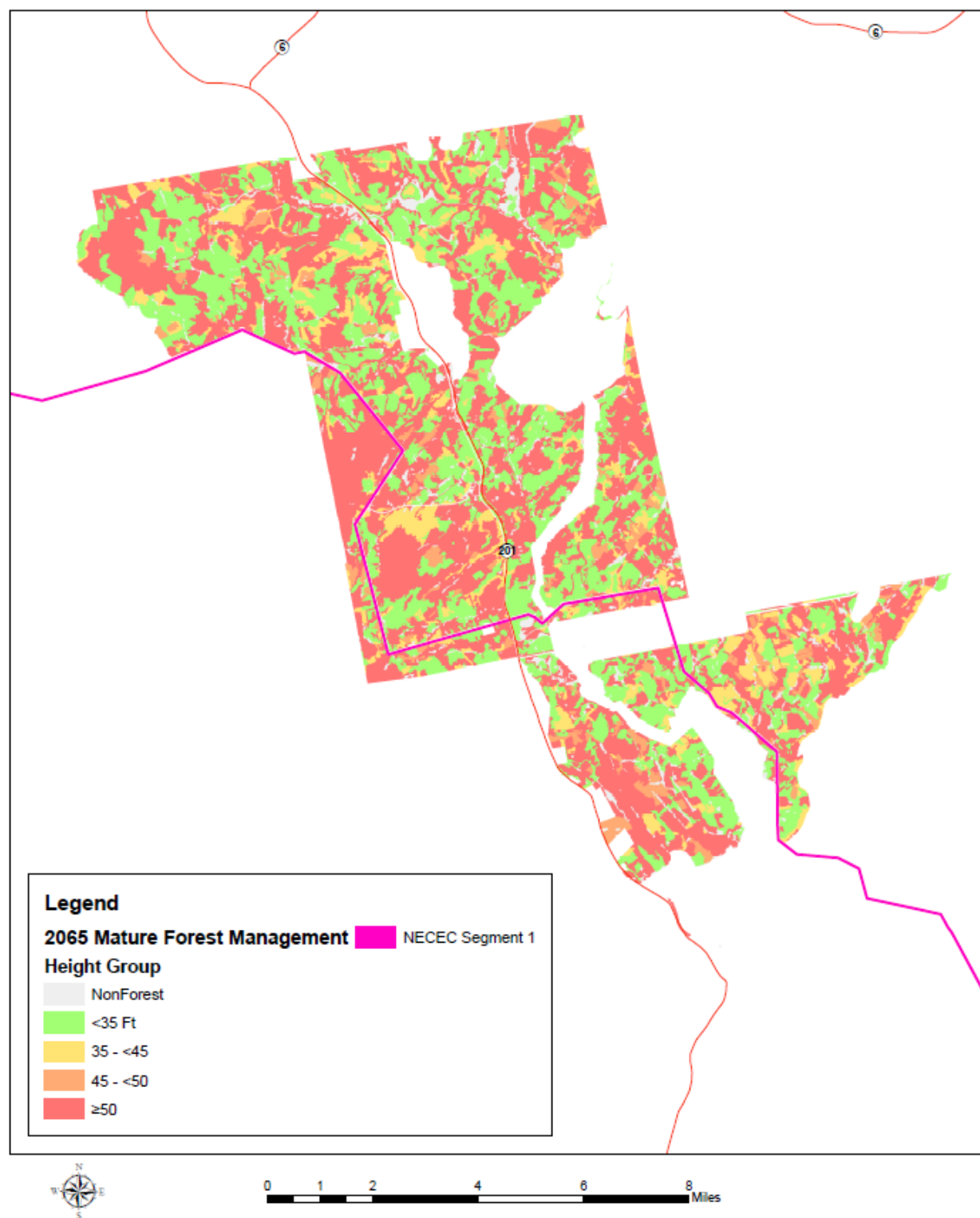


Figure 6. Anticipated 2065 Forest Heights by Age Class Under Proposed Management



3.3.2 Habitat Connectivity, Including Blocks of Habitat and Wildlife Travel Corridors

This Conservation Plan also describes the manner in which ongoing forest management will be conducted to promote habitat connectivity, as more specifically set forth in the CE and the draft FMP. This Conservation Plan provides several unique benefits: 1) it improves habitat connectivity across a large area of western Maine by establishing a contiguous, approximately 450,000-acre area of conserved lands; 2) it substantially increases the prevalence of mature forest habitat blocks, which enables greater habitat connectivity within and between mature forest areas; and 3) it establishes and maintains wildlife travel corridors along riparian areas and between mature forest habitat.

First, implementation of the CE and FMP on the Protected Property enhances and creates full continuity among a large landscape of protected land due to its adjacency to the Leuthold Forest Preserve, the Moose River/#5 Bog Conservation easement, the Attean Pond Conservation Easement, the Cold Stream Public Land Unit, and the Moosehead Conservation Easement.

Second, implementation of the CE and FMP on the Protected Property, by substantially increasing available blocks of habitat for species preferring mature forest habitat, enables greater habitat connectivity within and between mature forest areas. Consistent with the findings by the MDEP⁷ and the Board⁸, mature forest begins to provide benefits to species preferring mature forest habitat when those forest stands reach 35 feet in height. Forest of at least 35 feet must exist broadly and for a significant duration to meaningfully benefit species preferring mature forest habitat. To provide exceptional, permanent mature forest habitat, this Conservation Plan requires management of 50% of the property to a minimum 50-foot height with a minimum 60 square feet basal area standard comprised of native tree species. By approximately 2065 the terms of the CE would, compared to current management, increase mature forest habitat over 35 feet by almost 12,400 acres and over 50 feet by almost 18,000 acres, to be maintained in perpetuity. This is a departure from current management conditions, fulfilling a central goal of the Conservation Plan to improve habitat connectivity.

To further illustrate the transition to mature forest, by approximately 2065 the expected acreage contained in stands greater than 200 acres having a height class greater than 35 feet would increase from approximately 16,700 acres under the current management regime to approximately 28,400 acres under the CE, and the expected acreage contained in stands greater than 200-acres having a culminative height class greater than 50-feet would increase from approximately 7,750 acres under the current management regime to approximately 18,600 acres under the CE. The exact acreages of forest blocks in these height classes will vary over time but will consistently be significantly higher than would be the case under current management practices. Forests composed of trees at least 35 feet in height support a wide range of wildlife, including umbrella species such as pine marten (*M. americana*). This is consistent with the MDEP Order objective to promote mature forest and habitat connectivity.

Finally, this Conservation Plan establishes and maintains, in perpetuity, wildlife travel corridors along riparian areas and between mature forest habitat by providing significant protections around perennial streams not commonly found in a working forest easement. During the NECEC application review process,

⁷ MDEP Order at 79. "Since the hearing, the Department has continued its review of the evidence in the record and identified additional areas where taller vegetation, with a minimum height of 35 feet, is appropriate to support wildlife..."

⁸ Board Order at 53. "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."

the MDIFW advocated for 100-foot riparian filter areas (buffers) around all perennial streams in Segment 1 and all coldwater fisheries streams in the other segments. To extend these protections beyond the Project area and across the Protected Property, the FMP provides a 100-foot no-harvest buffer around perennial streams beginning at the normal high-water line (totaling approximately 2,400 acres), and perpetual management as mature forest habitat from 100 feet to 330 feet from the normal high water line (totaling approximately 4,500 additional acres). Harvesting equipment crossings of these perennial streams will be prohibited, except to construct road or skid trail crossings to facilitate forest management activities, in which case those crossings will be minimized and constructed to protect streambank integrity. The net effect of these measures, totaling approximately 6,900 acres, will be a 660-foot wide wildlife travel corridor on Perennial Streams as identified in the baseline documentation report to be developed by BPL and Weyerhaeuser in conjunction with the FMP. In contrast to the proposed plan, current regulations allow cutting of up to 40% of the total basal area of trees 4 inches or more in diameter in a 10-year period within 75 feet of the bank for streams draining less than 50 square miles and within 100 feet of the bank for streams draining 50 square miles or more. Although the state regulations vary according to drainage classes, for the average perennial stream found in the parcel, current state law only requires maintaining vegetative shade of surface waters with no sediment discharge. This allows harvesting activities up to and directly adjacent to the stream bank. Under the proposed perennial stream buffer requirements of this plan, there will be a 330-foot buffer in place, 100 feet of which will be no harvest and the rest will be managed to meet mature forest habitat as defined above.

Riparian corridors are important wildlife travel pathways for a variety of species, including umbrella species like pine marten (*M. americana*). The MDEP also found that the maintenance of “riparian filters” provide protection for rivers, streams and brooks.⁹ The Board Order uses the term “riparian filter areas” as opposed to buffers in recognition that a primary function of these areas will be to shade streams to maintain cold water fisheries and conditions, and to filter sediments and pollutants from the runoff entering streams.¹⁰ The Board noted that riparian corridors “filter sediment and pollutants, stabilize the bank, regulate water temperature by providing shade in the summer and insulation in the winter, attenuate peak flows and help maintain base flows, and provide input of woody debris and other organic matter”.¹¹ The Protected Property includes approximately 88 miles of rivers and perennial streams, representing an extensive network of riparian wildlife travel corridors within the lands to be conserved.

Collectively, the Conservation Plan’s contribution to regional connectivity between conserved, undeveloped lands, management of the property to a minimum 50-foot height with a minimum 60 square feet basal area standard for 50% of the productive forest in perpetuity after 2065, and the resulting increase in acreage contained in stands greater than 200-acres having a cumulative height class greater than 50-feet, as well as its creation of protected riparian corridors demonstrate significant benefits to habitat connectivity not seen in other working forest conservation easements. The proposed CE and draft FMP will not only greatly increase the mature forest coverage of the Protected Property by approximately 2065, but will also, for the first time on this property, incorporate the long-term planning for connectivity between these mature forest blocks.

⁹ Id., page 96.

¹⁰ Board Order, page 39.

¹¹ Id., page 48.

3.4 Implementation and Administration

The MDEP Order includes certain requirements pertaining to the implementation and ongoing administration of this Conservation Plan. The sections below describe how those requirements are satisfied in this Conservation Plan.

3.4.1 Legal Interest

NECEC LLC developed the attached CE with BPL and Weyerhaeuser. Once executed, the CE, which would be conveyed by Weyerhaeuser to BPL, will be recorded in the Somerset County Registry of Deeds. The CE, FMP, and this Conservation Plan will ensure that the primary goals of the Conservation Plan are implemented and enforced in perpetuity, well beyond the life of the NECEC.

3.4.2 Holder of the Easement and Qualifications

The BPL is responsible for the management of Public Reserved and Non-reserved Lands, State Parks, Historic Sites, the Allagash Wilderness Waterway, the Penobscot River Corridor, submerged lands, and state-held coastal islands. In addition, the BPL is responsible for protecting public rights and public values on land acquired from private landowners through conservation and public access easements donated to or purchased by the BPL.

3.4.3 Consent of Landowner and Easement Holder

The BPL has given its preliminary consent to be the holder of this CE (at Attachment 2).

3.4.4 Stewardship Funding

NECEC LLC has allocated funds for stewardship of the conservation lands for monitoring and enforcement of conservation plan requirements and to support achievement of CE goals. Appropriate stewardship funding amounts will be calculated, and funds disbursed, to the BPL along with conveyance of the CE for the Protected Property.

3.4.5 Department of Environmental Protection Third-party Enforcement

Pursuant to the MDEP Order, the CE includes MDEP third party enforcement rights.

4.0 Other Benefits of the Conservation Plan

4.1 Protection from Development

The Protected Property, adjacent to so much existing conserved land, will be permanently protected from development. Management of the property, situated along a National Scenic Byway (Old Canada Road), will be exclusively for the obligations established by Special Condition #39, Special Condition #10, and timber management consistent with the primary goal of this Conservation Plan. Without this CE in place, the Protected Property could be subject to impacts from:

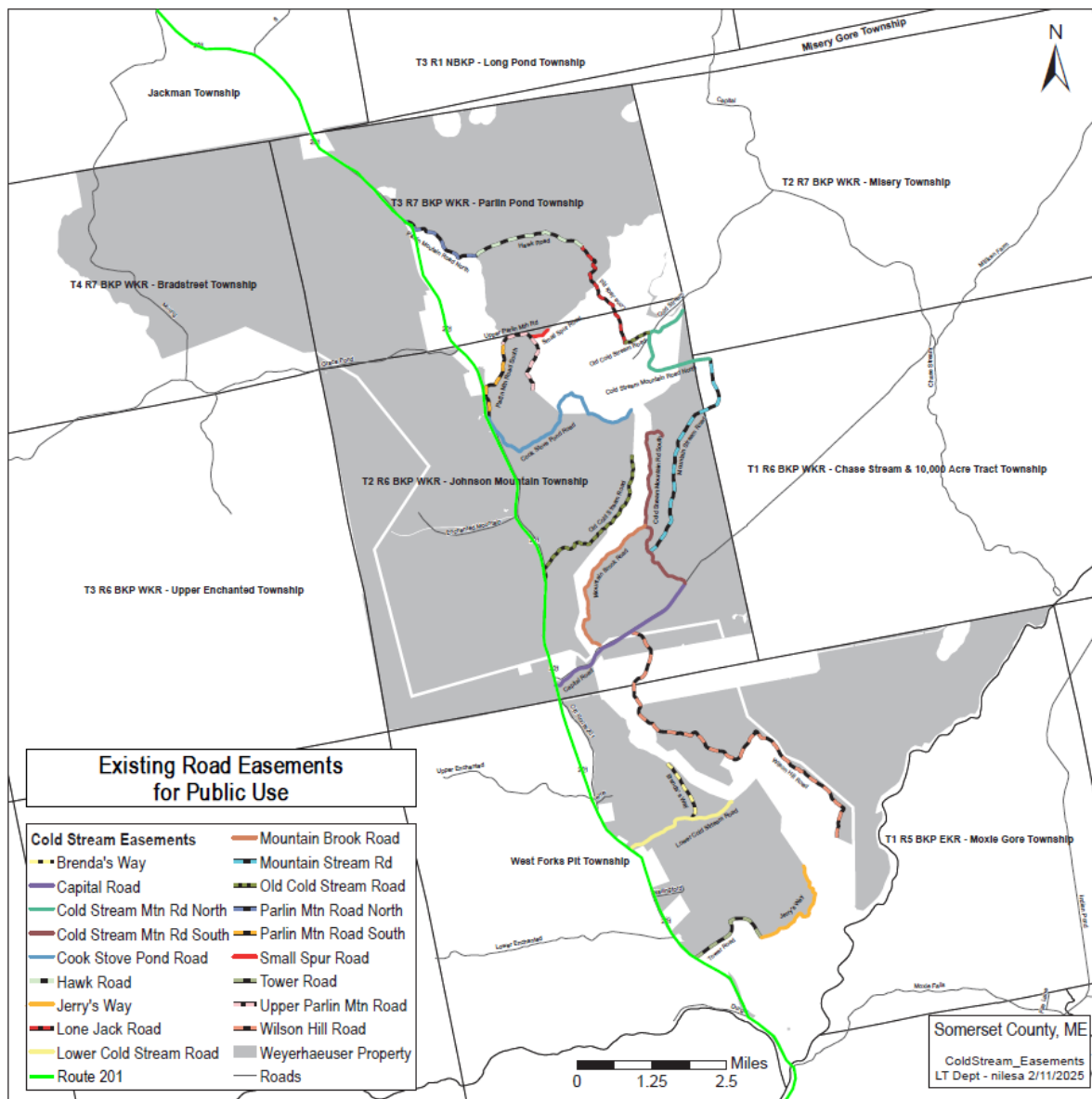
- large scale and intensive residential, commercial, or industrial development;
- seasonal home development along ridgelines and lake, pond, and river shorelines;
- energy development for projects such as solar and wind and associated generator lead lines (i.e., transmission lines necessitated by these generation sources); and
- fragmentation from additional roads, pipelines, transmission lines, and other project proposals.

4.2 Public Access

The CE grants the right of pedestrian access for non-intensive outdoor recreational activities. “Non-intensive outdoor recreational activities” means dispersed, non-commercial, non-exclusive, and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities, such as hunting, fishing, trapping, hiking, nature observation, photography, picnicking, boating, and enjoyment of open space. Such access is subject to reasonable rules and regulations established by Weyerhaeuser to ensure safety during permitted management activities, to permit necessary maintenance, and to preserve the conservation values of the Protected Property.

In addition, 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 to ensure access to the Cold Stream Forest. A map of those road easements is provided below as **Figure 7**.

Figure 7. Map of Road Easements Across the Protected Property



5.0 Conclusion

This Conservation Plan meets the requirements of the Permit Orders. By working closely with Weyerhaeuser, Maine's natural resource agencies, NECEC LLC will acquire for the State, rights to key parcels at the center of the conservation footprint in this region. Habitat for many species is abundant, as are large developable areas in the vicinity of Segment 1 (and, in fact, on either side of Segment 1) that will now be protected in perpetuity. The CE will be held by a state agency and maintained in perpetuity, even after the transmission line has been decommissioned (thereby obviating any habitat connectivity concerns). NECEC LLC is fully funding the acquisition of this CE and long-term management. The CE will provide enhanced riparian buffers and is designed to create and maintain areas of mature forest.

6.0 Conservation Plan Checklist

50,000 acres; minimum blocks of 5,000 acres; focus on large habitat blocks; in the vicinity of Segment 1	<ul style="list-style-type: none"> ✓ Single 50,000-acre conservation area under one ownership ✓ At the center of and surrounding Segment 1 ✓ Strategic location adjoining nearly 400,000 acres of conserved land ✓ Connects to conservation easement and preserve parcels on the northwest, east, and running through the conservation parcel from north to south
Habitat for species preferring mature forests	<ul style="list-style-type: none"> ✓ Mature forest with trees minimum 50' height and 60 square feet basal area to cover 50% of forested landscape by ~2065 ✓ To be maintained in perpetuity despite limited life of the Project ✓ Results in an increase from 40% to 65% in the 35+ foot age class and 13% to 50% in the 50+ foot age class ✓ Mature forest of native species supports umbrella species and others with similar habitat needs ✓ Habitat supports diverse species of conservation interest – mammals, birds, fish, and insects ✓ Taller vegetation and increase in size of mature forest stands minimizes and mitigates forest fragmentation and edge effect ✓ Represents a substantial change in management practices and in what the conservation area could otherwise look like in 2065

Wildlife travel corridors along riparian areas between mature forest habitat	<ul style="list-style-type: none"> ✓ Perpetual no-harvest buffer of 100' on 88 miles of perennial streams ✓ Perpetual management for mature forest on next 100' to 330' ✓ 660' total wrap-around perennial stream protection ✓ Significant buffer size support riparian filter areas that shade streams, protect stream bank stability, filter sediments, and support coldwater fisheries ✓ Increase in and preservation of mature forest alongside perennial streams maintains, improves, and protects riparian areas functioning as travel corridors ✓ Represents a substantial change in management practices and creates riparian corridor protections in perpetuity
Fee ownership or conservation easement	<ul style="list-style-type: none"> ✓ Conservation easement held by a qualified entity ✓ Development rights relinquished ✓ Unprecedented protective forest management commitments
Preliminary consent from owner or holder	<ul style="list-style-type: none"> ✓ BPL provided preliminary consent to hold the Conservation Easement
Stewardship Funding	<ul style="list-style-type: none"> ✓ Stewardship funds to be calculated and disbursed to the BPL as the Conservation Easement Holder
Third party enforcement rights	<ul style="list-style-type: none"> ✓ Conservation Easement grants enforcement rights to MDEP
Additional conservation benefits	<ul style="list-style-type: none"> ✓ Ceding of development rights protects conservation area in perpetuity from future habitat loss and fragmentation ✓ Connection to conserved parcels extends wildlife travel corridors beyond the Protected Property to adjacent tracts ✓ Public foot access granted in perpetuity ✓ Remaining working forest acreage supports western Maine economy ✓ Complements and builds upon multiple impact avoidance and mitigation measures and conditions required by the Permit Orders

Attachment 1

Conservation Easement

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, snow-shoeing, 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 VI.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 by the public 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, 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. § , 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 2

Preliminary Consent



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS AND LANDS
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

May 5, 2025

Melanie Loyzim
Commissioner, Maine Department of Environmental Protection
17 State House Station
30 Blossom Lane
Augusta, ME 04333

Re: Conservation Requirements related to the New England Clean Energy Connect ("NECEC")
transmission line – Preliminary Consent of Holder

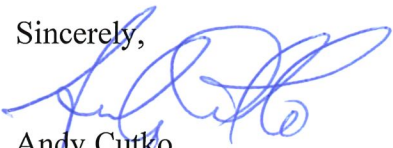
Dear Commissioner Loyzim,

The Maine Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands ("the Bureau"), provides its preliminary consent, as set forth below, to hold a conservation easement that NECEC will submit to the Maine Department of Environmental Protection as part of NECEC's Conservation Plan, which Conservation Plan is required by the Maine Department of Environmental Protection ("the DEP") Order dated May 11, 2020, and the Maine Board of Environmental Protection Order dated July 21, 2022 (collectively, "Orders").

More specifically, the Bureau and Weyerhaeuser, Inc. recently negotiated the terms of a perpetual conservation easement that, assuming Bureau approval of the Exhibits and final DEP approval of NECEC's Conservation Plan, the Bureau is prepared to hold on approximately 50,233 acres owned by Weyerhaeuser. The negotiated conservation easement is designed to comply with the Orders' relevant terms and be administratively feasible for the Bureau to hold. If the DEP's regulatory process results in significant changes to the easement terms that the Bureau and Weyerhaeuser have negotiated, the Bureau will need to review such changes before agreeing to hold such modified conservation easement.

Please let me know if you have questions.

Sincerely,


Andy Cutko
Director

ANDREW R. CUTKO, DIRECTOR
BUREAU OF PARKS AND LANDS
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-3821
FAX: (207) 287-6170
WEB: WWW.MAINE.GOV/DACF

cc: Amanda Beal, Commissioner, Department of Agriculture, Conservation and Forestry
Rob Wood, Director of Land and Water Bureau, Department of Environmental Protection
Nate Webb, Director of the Wildlife Division, Dpt. of Inland Fisheries and Wildlife
Molly Docherty, Director, Maine Natural Areas Program
Lauren E. Parker, Assistant Attorney General
Avery Day, Esq., Stevens & Day, LLP
Ben Dow, Weyerhaeuser
Meline MacCurdy, Esq., Weyerhaeuser
Craig Nale, Central Maine Power
Gerry Mirabile, New England Clean Energy Connect
Lisa Gilbreath, Esq., Pierce-Atwood, LLP

Attachment 3

Draft Forest Management Plan

Forest Management Plan
for the
New England Clean Energy Connect
Upper Kennebec Conservation Easement
May 2025

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