

# CONSERVATION EASEMENT FOR WILDLANDS

MR AND MS SMITH GRANT TO WILDERNESS LAND TRUST

*[use the granting language that meets your state's requirements and that is approved by your attorney]*

## DESCRIPTION OF THE "PROTECTED PROPERTY"

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Arcadia *[cite state enabling act]*, Grantor hereby grants to Holder a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

## RECITALS

WHEREAS, the Protected Property consists of approximately XXXX acres of forestland and wetlands *[list other community types]* existing in a substantially undisturbed natural state and harboring a diversity of plant and animal life, as described below, and constitutes a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

*[Consider citing other public purposes listed in the Internal Revenue Code such as scenic values, if desired—see the Land Trust Alliance "Handbook" for particular guidance. Be sure to evaluate, however, whether appropriate ecological management, such as prescribed burning, might impact scenic values.]*

WHEREAS, *[National Significance: cite any ecological significance and species recognized by the Federal government, such as the following example from Maine]* the Protected Property forms part of the Piscataquis River/Alder Stream Wetlands complex, which is one of the largest, most varied and intact freshwater wetland systems in Maine and lies within the Piscataquis-Penobscot Rivers Focus Area of the North American Waterfowl Management Plan of the U.S. Fish and Wildlife Service's Atlantic Coast Venture (June, 2005). The ecological significance of the Protected Property and adjoining properties, and, in particular, their significance for bird and fish species, including the federally endangered Atlantic salmon, the American Black Duck, and other waterfowl and land bird species have been explicitly recognized by the North American Wetlands Conservation Act program; and

WHEREAS, *[State Significance: cite any ecological significance and species recognized by the State government, such as the following example from Maine]* the significance to wildlife of a large portion of the Protected Property and of adjoining land has been explicitly recognized by the State of Maine through their inclusion in a Species-at-risk Focus Area under Maine's Comprehensive Wildlife Conservation Strategy (Wildlife Action Plan); and

WHEREAS, *[cite any particularly notable natural communities or natural values not already listed]* the Protected Property includes a diversity of intact natural habitats, including portions of an unpatterned fen ecosystem, ranked as Exemplary by the Maine Natural Areas Program (MNAP). The Protected Property also includes frontage along Alder Stream, a high integrity stream proposed for classification by the State of Maine as a Class "A" stream, which provides rearing habitat for the federally endangered Atlantic salmon, as well as habitat for other fish species, including the native brook trout; and

WHEREAS, the Protected Property provides suitable habitat for many species of plants and animals [*consider naming specific species, especially rare ones, but do not name if subject to collection or harassment*], as documented in the Baseline Documentation referenced below, and for wide-ranging wildlife species of conservation interest including [*for example*] fisher, bobcat, pine marten, black bear, moose, wolf, and Canada lynx, among others; and

WHEREAS, [*describe how the land in question fits in with other adjoining conservation land or land in the vicinity and how the overall block, corridor, or linkages help achieve the goals of wilderness protection, as in this example from Maine*] the Protected Property is an integral part of a conservation initiative undertaken in the area of Alder Stream and the adjoining section of the Piscataquis River by the Grantor and other conservation partners and abuts or is in near proximity to and helps link significant tracts of other protected land, including: the Piscataquis River Preserve owned by Northeast Wilderness Trust, the Bud Leavitt Wildlife Management Area owned by the Maine Department of Inland Fisheries and Wildlife, and extensive privately-owned lands protected through perpetual conservation easements held by Sweet Water Trust and the Maine Farmland Trust. [*language about the importance of large, protected blocks & connectivity follows:*] Overall, the Protected Property in combination with surrounding lands under conservation ownership or easement represents, at the time of this Easement, approximately [20,000] acres of protected land. Such an area is considered large enough by conservation scientists to maintain most ecological functions and processes naturally present and to include the minimum conditions necessary for long-term survival and adaptation of constituent species and populations. Such large blocks of protected core habitat also contribute to ecological connectivity across the landscape, providing for the movement and dispersal of flora and fauna in the region and allowing for adaptation to climate change; and

WHEREAS, [*Forever Wild language*] it is the intention of the parties to safeguard the Protected Property as forever wild, as free as practicable from human influence, manipulation, encroachment, and development. Such human uses have reduced or eliminated the size and quality of natural areas, altered the integrity of natural communities and ecosystems, reduced ecological connectivity across the landscape, reduced ecological resilience in the face of climate change, degraded air and water quality, and initiated a global species extinction crisis. [*cite state specific statistics, if available, of how much land in the state is protected and managed for its wilderness qualities, such as the following statistics from Maine*] Of Maine's total of 20,807,110 acres of land, only 457,590 acres or 2.2% are protected and managed as wild, leaving greater than 97% of Maine's land base subject to ecologically degrading uses (figures compiled by The Nature Conservancy, Eastern Region, [2009]); and

WHEREAS, [*language relating to the importance of intact, natural, and mature forests*] by prohibiting, among other human uses, development of and timber harvesting on the Protected Property, it is the intention of this Conservation Easement to encourage the evolution of an intact, natural, and mature forest, substantially unfragmented by human caused disturbances, whose species composition and habitat structure will be shaped by natural processes; that will provide habitat for forest interior species; and that will sequester and store carbon dioxide, which function can be an important contributor to resilience in the face of climate change; and

WHEREAS, the Grantor further intends, as owner of the Property, to convey by this Easement to the Holder the right to preserve and protect in perpetuity the natural attributes and public benefits of the Protected Property as described in the Recitals above and to safeguard the Wilderness Conservation Values of the Protected Property as those values are described below.

NOW, THEREFORE, in consideration of the foregoing and for the following Purpose, the Grantor and the Holder have established this Conservation Easement on, over, and across the Protected Property,

consisting of the following terms, conditions, restrictions, and affirmative rights granted to the Holder, which shall run with and bind the Protected Property in perpetuity.

## **PURPOSE**

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Wilderness Conservation Values of the Protected Property, as those values are defined below. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of [cite state enabling statute, as amended], and of the Internal Revenue Code at Title 26, U.S.C.A., Section 170(h)(1)-(6), as amended.

## **1. DEFINITIONS**

1.1 Wilderness Conservation Values: means each and all of the following wilderness conservation values (hereinafter “Wilderness Conservation Values”) associated with the Protected Property and the natural qualities, ecological significance, and wilderness character of said Property described in the Recitals above:

1.1.1 Ecological Integrity. The condition of the Protected Property as a site of high ecological integrity substantially natural in character with a naturally occurring variety of species and structural conditions appropriate to the property’s ecological communities and ecosystems. Those communities and ecosystems are predominantly shaped by naturally occurring ecological processes and disturbances, functioning within their natural range of variation (size, intensity, frequency) and with minimal interference or manipulation from human activity;

1.1.2 Aquatic Resources and Wetland Values. The Protected Property’s diverse and extensive bogs, wetlands, streams, and other aquatic habitats, including fisheries habitats, their water quality and quantity, undeveloped shorelines, and riparian areas, and the ecological values and processes of those areas;

1.1.3 Animal, Plant, and Ecological Community Values. The Protected Property’s native flora and fauna, landforms, and habitats, including species, ecological communities, and habitats considered to be rare, threatened, endangered, At-risk, or Imperiled (as defined below), or otherwise of conservation concern; and

1.1.4 Scientific, Educational, and Minimal Impact Recreational Values. The Protected Property’s value as a site for non-manipulative scientific research; for nature education; for opportunities for solitude and quiet reflection; and for minimal impact, non-mechanized nature recreation, to the extent that any or all such activities may be pursued consistent with the protection of the Wilderness Conservation Values enumerated in the sub-sections above, to which the values enumerated in this sub-section are secondary.

1.2 Baseline Documentation Report or “Baseline”: means the baseline documentation report prepared pursuant to Section 4.

1.3 Management Plan or Plan: means the plan outlining various activities on the Protected Property prepared pursuant to Section 5 and Exhibit B.

1.4 Ecological Assessment and Inventory (EAI): is a process of gathering and integrating background and field research about the Protected Property and its surroundings to document the natural attributes, ecological condition, and conservation significance of the Protected Property, and to evaluate

management needs that will protect and promote the Purpose of this Easement and the Wilderness Conservation Values of the Protected Property.

**Note: see the Sweet Water Trust-sponsored handbook published by the Land Trust Alliance by Christopher R. Wilson entitled “Documenting and Protecting Biodiversity on Land Trust Projects – an Introduction and Practical Guide” for guidance on doing an ecological inventory that is sensitive to wilderness values.**

1.5 Invasive Species: are non-native animal, plant, or other organisms that through their capacity to spread into native natural systems demonstrably or potentially threaten native species.

1.6 Native Species: are those that were present in an area prior to Euro-American settlement or that have moved into an area since that time without direct or indirect human assistance.

1.7 At-risk and Imperiled Species: means species that are native to the vicinity of the Protected Property, and are appropriate to the Property’s ecological communities and ecosystems as reflected in a condition of high Ecological Integrity, and that have been formally identified as conservation priorities under assessments by governmental, non-governmental, or academic programs, such as, but not limited to, the International Union for Conservation of Nature and Natural Resources (IUCN), the U.S. Fish and Wildlife Service, State Wildlife Agencies, State Natural Heritage or Natural Area Programs, State Wildlife Action Plans, NatureServe, Partners in Flight, or similar programs.

1.8 Leave No Trace Camping: means low-impact camping at unimproved sites that leaves virtually no visual evidence of having occurred, and that ensures that the number, location, scale, management, timing, and volume of the camping is consistent with the Purpose of this Conservation Easement. Such camping shall be consistent with the US Leave No Trace Principles included in the Baseline or successor principles as agreed to by the Grantor and the Holder.

1.9 Structures: means any manmade combination of materials on, over, in and/or under the ground. A structure may be primarily two dimensional, such as a paved parking lot or a sign, or three dimensional, such as a building, wall, or piping. Structures shall include, without limitation, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, wind or hydropower generating facility, sign, billboard or other advertising display, antenna, utility pole, telecommunication or any other tower, conduit, utility line, permanent lighting, paved parking lot, sewage disposal system, picnic table, trash can, bench, and latrine.

1.10 Parties: means all signatories to this Conservation Easement and their successors and/or assigns.

## **2. PERMITTED USES OF THE PROTECTED PROPERTY**

The following acts and uses are permitted on the Protected Property, to the extent that such acts or uses do not materially impair and are carried out in a manner that is protective of the Wilderness Conservation Values of the Property and, where specifically noted in the sub-paragraphs below, shall be addressed in a Management Plan as specified in Section 5, below.

2.1 Minimal Impact Recreational and Educational Use. The right to engage in and to allow others to engage in minimal impact, non-mechanized recreational activities, including but not limited to the following: hiking, fishing, cross-country skiing, canoeing, Leave No Trace camping, and the quiet enjoyment and study of nature on the Protected Property. Nothing contained herein should be construed as granting the general public a right of access to all or any portion of the Protected Property for any purpose whatsoever or to obligate the Grantor at any time to provide such access. The Grantor reserves

the right to establish rules and to manage educational and recreational activities on the Protected Property, and it is the responsibility of the Grantor, not the Holder, to manage such activities.

2.2 Hunting. The right, but not the obligation, under and accordance with the Management Plan, to conduct or allow limited hunting on the Protected Property, provided that the species have a legally defined hunting season under [state] regulations. In determining what limitations should be placed on hunting, the Management Plan shall address the relative abundance of native species for which hunting is allowed. Purposefully allowing hunting of native predator species (including but not limited to bears, canines, felines, mustelids, and furbearers) is not permitted.

2.3 Construction and Maintenance of Trails, Minor Structures, and Parking Areas. The right to construct and maintain pedestrian trails and minor structures associated with permitted recreational, educational, and scientific uses, including but not limited to: trail improvements such as trail markers, signs, steps, water bars, foot bridges, railings, small unlighted informational and interpretive signs, registration boxes, and wildlife observation stations; boundary markers; study markers and grids; and gates, barriers, or low, sight permeable fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas or areas under active management or study.

2.4 Maintenance and Use of Existing Roads. [*There may be a need to “grandfather” existing roads, to be identified clearly in the Baseline Documentation, and to be limited to unpaved only. Ideally, however, in order to reduce habitat fragmentation, motorized use, noise, pollution, introduction of invasives, and other disturbances, roads should be “retired” and the land returned as close as possible to its natural state*].

2.5 Motorized Vehicles. [*If certain roads ARE grandfathered, there will need to be a provision allowing for their use SOLELY for the Grantor’s administrative purposes, for emergency health and safety purposes, and, where necessary, to reach other properties, but not for public or recreational use. Such reserved rights should be addressed in the Management Plan to make sure that roads are gated or otherwise have access to them limited in order to prevent all but the least intensive use*].

2.6 Scientific Research. The right under and in accordance with the Management Plan to allow non-manipulative scientific research, including archeological research, on the Protected Property, including the placement of temporary or permanent plot markers and ancillary research equipment, provided that any disturbed area shall be restored to its natural condition and appearance as soon as possible after completion of said research activity.

2.7 Ecological and Vegetation Management. Management of the Protected Property should allow for natural ecological processes to proceed with minimal interference or manipulation. However, there may be instances where planned active management is necessary to: (1) reduce threats to the natural communities and Native species protected by this Conservation Easement; (2) replicate or restore the natural conditions, including natural processes, that maintain those natural communities and species; or (3) allow for permitted uses under this Conservation Easement. **Specifically, the following management activities are permitted provided that such activities are addressed in the Management Plan:**

2.7.1 Vegetation Management. The right to remove and replant trees and vegetation solely for the purpose of maintaining or restoring Ecological Integrity, protecting At-risk or Imperiled Species, restoring damaged habitat for such At-risk or Imperiled Species, or for controlling the spread of Invasive Species, diseases, or blights. In addition, Grantor shall have the right to undertake limited removal of trees and vegetation as necessary for permitted uses under this Easement, such as the construction and maintenance of trails, and for the safety of the public.

2.7.2 Control of Ecological Threats. The right to protect or restore the Property's Wilderness Conservation Values and Ecological Integrity through the control or removal of Invasive Species, feral domesticated animals, or over-abundant Native animals, or to control non-Native disease outbreaks. Such control may include: (1) the right to use wildlife trapping provided that the trapping techniques minimize the chance of capturing or injuring non-target species and (2) the application of insecticides, herbicides, or other biocides provided that such application shall be by the narrowest spectrum, least persistent material appropriate for the target species.

2.7.3 Topography and Hydrology. The right to alter vegetation, topography, or hydrology in order to maintain or restore the Wilderness Conservation Values and Ecological Integrity of the Property. Said right shall include the right to restore any existing building sites, roads, trails, dams, or other disturbed areas to a more natural condition.

2.8 Surface Alterations for Permitted Uses. *[If there are any roads that are "grandfathered" under the Easement, the Grantor may need some language to allow for unpaved road maintenance, such as this: The right to alter the surface of the Protected Property only to the minimum extent necessary for the unpaved roads, trails, parking areas, and other activities permitted under this Conservation Easement. This right may involve the use of motorized equipment, as well as the extraction and use of gravel from the Protected Property to the minimum extent necessary for the control of erosion or other permitted use.]*

2.9 Carbon Credits. *[The following language allows the landowner to use the easement to qualify for any payments available now or in the future for keeping the trees -- and therefore the carbon they store -- on the property.]* The right to quantify, qualify, and sell carbon credits on any domestic or international compliance or voluntary markets.

2.10 No Required Uses or Public Rights. No uses that are permitted in this Conservation Easement shall be deemed as required uses of the Protected Property by the Holder or any other party. Further, nothing in this Conservation Easement shall be construed as giving the public or any third party a right of access to all or any portion of the Protected Property for any uses or activities permitted hereunder.

### **3. PROHIBITED AND RESTRICTED USES OF THE PROTECTED PROPERTY**

To ensure the wild character of the Protected Property in accordance with the Purpose and to protect the Property's Wilderness Conservation Values, the following specific acts and uses are prohibited on, above, through, and below the Protected Property, with the exception of the permitted uses and activities described in Section 2 above, and the further exceptions described in this Section 3, below:

3.1 General Prohibited Uses. There shall be no residential, commercial, commercial recreational, agricultural, farming, ranching, forest management, timber extraction, or industrial uses of the Protected Property or any other use or activity that would materially detract from the Purpose of this Conservation Easement or materially impair any of the Protected Property's Wilderness Conservation Values.

3.2 Structures, Improvements and Utilities. As of the date of this Conservation Easement, there are no structures on the Protected Property other than *[list them]* and any other minor structures documented in the Baseline. No new Structures, as defined above, improvements, or utilities of any kind, temporary or permanent, may be located or created on the Protected Property, except the minor structures associated with permitted recreational, educational, and scientific use and land management, as provided for in Section 2.

3.3 Use of Motorized Vehicles. There shall be no use of All Terrain Vehicles (ATVs), motorcycles, snowmobiles, snowmobile groomers, or any other motorized vehicle within the Protected Property except as provided for in Section 2. No other new motorized trails may be created.

3.4 Disturbance of Vegetation. There shall be no cutting, trimming, removing, digging, scraping, or otherwise destroying trees or other vegetation, nor any managing for forest products or other natural resource extraction or primarily to favor game species.

3.5 Surface Alterations and Roads. As of the date of this Conservation Easement, there are no surface alterations on the Protected Property except for [list] as shown in the Baseline. Except as provided for in Section 3, there shall be no new roads, additional filling, dumping, excavation, or other alteration made to the surface or subsurface of the Protected Property.

3.6 Extraction of Minerals, Geothermal Resources, Hydrocarbon, Water. There shall be no exploration for, or development and extraction of, geothermal resources, minerals, hydrocarbon, groundwater, or any other deposits by any surface or sub-surface mining or any other method on the Protected Property.

3.7 Pollution or Alteration of Water Resources. There shall be no polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting or manipulating of any surface water, groundwater, or wetland on the Protected Property.

3.8 Waste; Hazardous Substance. There shall be no placing, filling, storing or dumping on the Protected Property of rubbish, garbage, debris, waste materials, landfill, or any hazardous substance, except as follows:

3.8.1 Use of Hazardous Materials. The Grantor may use and transport in appropriate containers, designed and maintained to avoid spillage or other contamination of the surrounding environment, hazardous substances generated or used in connection with permitted management activities (including, oil, gasoline, pesticides and other chemicals) and upon cessation of the use of such materials, shall remove such material from the Protected Property as soon as reasonably possible. Storage of hazardous materials is prohibited except for limited temporary storage for a specific planned use allowed under this Conservation Easement and which shall be carried out in a manner consistent with maintaining the Conservation Values.

3.8.2 Storage and Removal of Rubbish, Garbage, Debris, and Waste Materials. The Grantor shall collect and store in appropriate containers rubbish, garbage, debris, and waste materials generated in connection with management activities and shall remove such material from the Protected Property at reasonable intervals, which shall be no less frequently than annually. The Grantor shall establish policies to provide for the removal of rubbish, garbage, debris, and waste materials resulting from permitted activities, including any use by the public.

3.9 Trapping. There shall be no trapping of animals on the Protected Property except for the limited trapping allowed under Section 2.7.2, above, to control ecological threats.

3.10 Subdivision. 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, except as follows:

3.10.1 Conveyances to Resolve Boundary Disputes. The Grantor may convey portions of the Protected Property to abutters to the extent necessary to resolve bona fide boundary disputes,

provided that the total acreage of land protected under this Conservation Easement shall not be materially reduced by such a conveyance unless required by a court order; and

3.10.2 Conveyances to Conservation Organizations and Agencies. The Grantor may subdivide the Protected Property in order to transfer any portion of the Protected Property to an entity that meets the requirements set forth in Section [~~X—reference the section of the easement that allows for assignment to a non-profit organization of government agency, as provided in state and federal law~~], for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement. Any subdivision or transfer that would result in multiple ownerships is allowed only by mutual agreement of Holder and Grantor and shall require an appropriate contribution to the Holder's Stewardship Endowment that is commensurate with the projected expenses associated with the Holder's additional stewardship responsibility.

3.11 Extinguishment of Development or Mitigation Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation, on land not subject to this Conservation Easement, other than the right to quantify, qualify, and sell carbon credits under section 2.9, above.

#### **4. BASELINE DOCUMENTATION REPORT**

The Baseline Documentation Report includes, as of the date of this Conservation Easement, documentation of the current knowledge of the physical and biological condition of the Protected Property, its physical improvements, and the special sites and resources that may require special protection or management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. The Parties acknowledge and agree that prior to the date of this Conservation Easement, the Holder has prepared and completed the Baseline Documentation Report for the Protected Property, and that the Grantor has acknowledged in writing to the Holder the accuracy of the Baseline Documentation Report.

#### **5. MANAGEMENT PLAN**

Grantor shall prepare and periodically up-date a Management Plan that includes a description of the Grantor's actions for its management of the Protected Property relative both to achieving the Purpose and terms of this Conservation Easement and for exercising the reserved rights and permitted uses under Section 2 that require such a plan. The Grantor shall provide a copy of the Management Plan to the Holder within 12 months of the granting of this Conservation Easement, and within 30 days of any subsequently adopted, revised Management Plan. The Management Plan shall be prepared and approved in accordance with the procedures set forth in Exhibit B. The Management Plan is subject to Holder's approval, such approval shall not be given unless the Management Plan is in keeping with and advances the Purpose and terms of this Easement.

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

## **EXHIBIT B**

### **GUIDING PRINCIPLES FOR THE MANAGEMENT PLAN**

A. Under Section 5 of the Conservation Easement, Grantor is required to prepare a written Management Plan (“Management Plan”). The Management Plan is required to help achieve the Purpose of this Easement, that is to protect the Protected Property’s Wilderness Conservation Values and Ecological Integrity as more particularly stated in the Conservation Easement. In order to ensure that protection, the Management Plan will guide appropriate management actions that may include ecological restoration, rare species or natural community management, control of Invasive or over-abundant species, and the careful accommodation of permitted human uses of the Protected Property. The uses requiring specific inclusion in the Management Plan are stipulated in more detail in the Conservation Easement.

B. The Management Plan shall be prepared in consultation with one or more qualified conservation scientists (for example, a conservation biologist, forest ecologist, or restoration ecologist) with the depth of inquiry and detail of the Management Plan appropriate to the proposed activity and any ecological disturbance that might occur as a result of the proposed activity. The Management Plan should consider the surrounding landscape context of the Protected Property as well as the Protected Property itself.

C. The Management Plan shall include, but not be limited to:

1. An Ecological Assessment and Inventory (EAI) as defined in Section I of the Conservation Easement.
2. The overall goals relative to achieving the Purpose or the Conservation Easement and measurable steps to achieve those goals and monitor impacts.
3. Proposed actions and uses, and the expected effect of such actions and uses, on the Protected Property’s Wilderness Conservation Values and Ecological Integrity, including what will or may happen if the proposed actions occur and what will or may happen if the proposed actions do not occur.
4. Measures needed to protect the Wilderness Conservation Values and Ecological Integrity of the Property during the course of the proposed actions.
5. Specific procedures for the Grantor or the Grantor’s successors or assigns and Holder to use to evaluate the progress toward and success of the overall goals; appropriate time frames for actions; Management Plan reviews; duration of the Management Plan; and Management Plan renewal, updates and amendments.

D. The Management Plan will be reviewed and updated at least every ten (10) years to reflect naturally occurring changes in the Protected Property, ongoing monitoring and research, and advancements in scientific understanding.

E. The Grantor will send the proposed Management Plan, including all updates and amendments, to the Holder in a timely manner along with sufficient information to enable the Holder to determine whether the proposed Management Plan is consistent with Purpose and terms of the Easement.

F. The Holder, in its sole discretion, may approve, approve with conditions, or reject the proposed Management Plan. The Holder may seek expert advice during the review process to determine whether the proposed Management Plan supports the Purpose of this Easement and the Protected Property's Wilderness Conservation Values and Ecological Integrity.

G. If Holder rejects the proposed Management Plan, the Holder should document the reasons. The Grantor may address Holder's concerns and re-submit the request. No action included in the proposed Management Plan shall begin without Holder's prior written approval.

H. All notices shall conform to the requirements stated in Section [X] of this Easement.

I. The Holder shall have at least sixty (60) days to review the proposed Management Plan. Within thirty (30) days of receiving the proposed Management Plan, the Holder will notify the Grantor as to whether there is sufficient information to complete a review. The (60) day review period begins when the Holder determines that Grantor provided sufficient information.

J. Should the Holder, after a good faith effort, require more time to review the proposed Management Plan, Grantor shall grant a reasonable extension. Any such extension will be mutually agreed upon. If parties do not agree, the extension period shall be thirty (30) days. Failure of the Holder to respond in any way within ninety (90) days shall constitute approval. The Holder's approval shall not be unreasonably withheld.

K. Nothing in the Management Plan shall give the Grantor or the Holder the right or power to agree to any activity that runs counter to the Purpose of this Easement or would result in the Easement's termination.

L. If monitoring by the Holder indicates that an activity allowed by the Management Plan is adversely impacting the Wilderness Conservation Values or Ecological Integrity of the Property, the activity shall immediately cease and remain suspended until such a time as the impacts can be corrected and a future occurrence prevented. An evaluation committee, consisting of a representative of each party and a mutually agreed upon expert in an appropriate field of conservation science, shall be formed to carefully review the situation. The evaluation committee shall make recommendations as to (a) what, if any, remedial actions need to be undertaken; (b) how the adverse impacts can be prevented in the future; and (c) whether the activity is still appropriate. It will be the responsibility of the Grantor to implement the recommendations of the evaluation committee.