

CONSERVATION EASEMENT

Granted by

Plum Creek Maine Timberlands, L.L.C.

~~MODEL CONSERVATION EASEMENT~~

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

to

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

~~_____~~ ~~MODEL CONSERVATION EASEMENT~~
~~_____~~ ~~MAINE LAND USE REGULATION~~
~~COMMISSION~~

~~_____~~, of ~~_____~~, Town of ~~_____~~, State of ~~_____~~, [zip], (hereinafter The Nature Conservancy of the Pine Tree State, Inc.)

This document is a comparison between the form of Conservation Easement to be used in connection with the Concept Plan and LURC’s model conservation easement, and has been prepared at the request of LURC staff. Conservation Easements, by their nature, are specifically tailored to the land in question and the conservation purposes of the particular project. At nearly 70,000 acres (342,000 acres, more or less, when combined with the other easements proposed under the Concept Plan), this is a landscape-scale easement and requires different management and monitoring considerations than the typical, smaller-scale development-balancing easements commonly associated with concept plans. For that reason, the terms of this easement may resemble more closely the provisions of other, recent landscape easements (e.g. the Pingree, West Branch, Katahdin Forest, and Down East Lakes easements) than the specific language of LURC’s model easement. That being so, however, this easement adheres to and incorporates much of the guidance and intent embedded within the model easement, despite deviations in the language used.

This easement is the result of careful negotiation with the holders and other conservation entities associated with the Conservation Framework, and reflects the parties’ agreements as to how best to achieve the easement’s dual purposes – conservation of the vast forest resource making up the Protected Property and preservation of the Protected Property as a sustainable working forest. To the extent applicable, brief explanatory notes have been added to this comparison in an effort to describe certain “deviations” from LURC’s model easement.

CONSERVATION EASEMENT

referred to as the "KNOW ALL PERSONS BY THESE PRESENTS, PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly

known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine
(hereinafter referred to as “Grantor,”” which word is intended to include unless the
context clearly indicates otherwise, the above-named Grantor(s), ~~[jointly and severally, and
their] [and his/herheirs and assigns]]~~ and its successors and assigns}, and any future owners
or successors ~~_in_~~ interest to the Protected Property (defined below), and their executors,
administrators and legal representatives;

~~GRANT(s) to [public agency or approved non-profit conservation organization], a [[describe
type of Holder]], organized and existing under the laws of the State of Maine, with a mailing
address of _____).~~ GRANTS to THE NATURE CONSERVANCY OF THE PINE
TREE STATE, INC., a Maine nonprofit corporation, with a mailing address at 14 Maine
Street, Suite 401, Brunswick, Maine 04011 (“TNC”);(hereinafter referred to as
~~the~~ “HOLDER,” “Holder,” which word shall, unless the context clearly indicates otherwise,
include ~~the~~ Holder’s successors and/or assigns), ~~and grants to STATE OF MAINE~~
~~(hereinafter referred to as “THIRD PARTY”, which shall, unless the context clearly indicates
otherwise, include the Third Party's successors and assigns), acting by and through its Department
of Conservation with a mailing address of State House Station 22, Augusta, Maine, 04333, with~~
WARRANTY with QUITCLAIM COVENANT, in perpetuity, the following described
Conservation Easement on land located in _____ County [insert Townships and
Counties], Maine, hereinafter referred to as the PROTECTED PROPERTY, “Protected
Property,” and described on Exhibits Exhibit A, attached hereto, and shown on a plot plan
attached hereto at as Exhibit B, both made a part hereof by reference. [[It is standard
practice for the Holder of the easement to perform a title search before taking the easement. If this
isn't done, the easement could prove to have no value, in light of superior liens or encumbrances
that
defeat it. It is important for LURC to ascertain that the Holder has done such a title search
through its lawyer, and to know what the results are of that search, before allowing the
transaction to
proceed.]]

The above deviations are to conform the easement to the applicable parties.

PURPOSE

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

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

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

This Conservation Easement applies to the Protected Property only. Nothing herein
shall be construed to impose any obligation, restriction, or other encumbrance on any

real property not expressly made a part of the Protected Property.

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

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

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

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

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

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

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

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

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

~~_____ WHEREAS, the Protected Property remains in a substantially undeveloped and~~

~~undisturbed, natural [wooded, wetland, grassland, etc.] state which provides habitat for [list common and special species]; and~~

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

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

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

~~WHEREAS, this Conservation Easement makes the Protected Property (including any trails on the Protected Property) available for non-intensive, public outdoor recreation that is consistent with the preservation of its natural features; and~~

~~WHEREAS, this Conservation Easement is granted not as a gift but pursuant to the terms of [a Lake Concept Plan or other development permit approved by the Maine Land Use Regulation Commission] and in consideration for and mitigation of certain development that will be or has been authorized by the Commission.~~

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

WHEREAS, the Protected Property contains popular recreational areas important to the people of the State of Maine, and preservation of the opportunity for continued public access and traditional non-intensive outdoor recreation on the Protected Property by the general public, as defined herein, consistent with the preservation and protection of the other conservation values of the Property and Grantor's reserved rights, is in the public interest; and

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

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

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

WHEREAS, Grantor and Holder agree that the permanent protection of the Protected Property for conservation and traditional non-intensive outdoor recreation by the general public, while permitting its use for commercial forestry consistent with the protection of those values, will make a lasting contribution to the State of Maine; and

WHEREAS, this Conservation Easement may be acquired, in part, with federal funds from the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. §2103c), as amended, which was enacted to protect environmentally important forest areas threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities; and

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

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

The above deviations reflect the specific purposes of this easement, the intention that this easement be a working forest conservation easement, and include language required by the holder(s).

TERMS, COVENANTS AND RESTRICTIONS

1. ~~SUBDIVISION AND~~ GENERAL LAND USES

~~The Protected Property may shall remain in one unified ownership and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots [or, subject to applicable zoning and permitting approvals, specify number of lots, possibly location on an exhibit, or require Holder and Third Party approval for any division]. Furthermore, no portion of the Protected Property may be used to permit increased development or discharge of any pollutant or transfer of development rights on land not subject to this conservation easement or for any other purpose. Structural~~ Except in connection with Forest Management Activities (defined below) or as otherwise expressly stated to the contrary herein, structural

development, commercial, residential, industrial, energy generation, ~~quarrying, mining, gravel extraction,~~ landfill, and waste disposal activities are prohibited on the Protected Property, ~~unless expressly stated to the contrary herein~~. Without limiting the generality of the foregoing, houses, apartment buildings, multi-family housing units, ~~docks, piers,~~ campgrounds, condominiums, trailer parks, mobile homes, permanent outdoor high-intensity lights, motels or hotels, billboards, ~~antennae or apparatus for telecommunications and/or radar, use of aircraft except in an emergency,~~ junk yards, and commercial and industrial uses of all ~~kinds~~kind, are specifically prohibited on the Protected Property: unless otherwise provided herein.

2.——STRUCTURES

Notwithstanding anything to the contrary in this Conservation Easement, Grantor, its successors and assigns, shall have the perpetual right to undertake any and all Forest Management Activities on the Protected Property, subject only to the limitations set forth in Paragraph 5 of this Conservation Easement, and to undertake gravel extraction activities permitted under Chapter 10 of the Maine Land Use Regulation Commissions Rules and Standards (or successor regulations thereto), but only in compliance with all requirements thereof. As used in this Conservation Easement, the term “Forest Management Activities” means all commercial forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law. Forest Management Activities shall include, but not be limited to, the following activities and Grantor’s management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access to and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and conducting post-harvest or site recovery activities; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, footpaths, and any roads permitted under this Conservation Easement; the removal (by quarrying or otherwise) of sand, gravel, aggregate, rock and other similar construction materials (in the aggregate “Construction Materials”) from the earth and the storage of the same (which Construction Materials may be used for any lawful purpose, including sale to others); and any other activity

Grantor deems useful or expedient in connection with the foregoing.

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

The above deviations reflect the agreement of the parties as to permitted land uses and the definition of forest management activities.

2. SUBDIVISION

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; provided that not more than twenty (20) separate lots of not less than 5000 contiguous acres each may be created and conveyed to others. Any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.

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

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

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

~~As of the date of this Grant, there are no structures on the Protected Property except for boundary markers, [include here any other known structures currently on property (the location~~

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

The above deviations reflect the intent of the parties with respect to divisions of the Protected Property.

3. STRUCTURES AND IMPROVEMENTS

From the date of this Grant, no new structures, temporary or permanent, are allowed to be constructed, placed or maintained on the Protected Property, other than Forestry Improvements (described below), structures and improvements for purposes of nature observation (including, without limitation, observation blinds and platforms), trails for use by the general public, tents, recreational vehicles and temporary camping structures subject to Grantor's rights to regulate such uses as set forth in Section 7 hereof, and roads, utilities and telecommunications facilities approved by the Maine Land Use Regulation Commission (or its successor agency). Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) when siting any structure or improvement allowed hereunder, to the extent reasonably practicable, provided that the ultimate decision site such structures and improvements shall be made in the sole discretion of Grantor.

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

Existing (as of the date of the grant of this Conservation Easement) structures, improvements and utilities that are not associated with Forest Management Activities may be maintained, replaced and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the

purpose of this Conservation Easement. New, minor structures and improvements for traditional, recreational uses such as trails, not more than 5 (five) back country huts, bridges, benches, tables, public boat launches, erosion control systems, wells and springs, may be installed, constructed, maintained, repaired, and replaced from time to time, without the consent of Holder, provided that such structures and improvements are installed and constructed in accordance with applicable laws and regulations. New roads, utilities and telecommunications facilities, and/or public fire and safety buildings may be installed, constructed, maintained, repaired, and replaced from time to time, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Holder provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Protected Property shall be located in a manner to minimize their impact on the Protected Property's conservation values. Notwithstanding the foregoing, no more than 6 (six) telecommunication/cell "towers" shall be constructed on the Protected Property.

The above deviations reflect the intent of the parties with respect to existing and permitted new structures and forestry improvements.

4. SURFACE ALTERATIONS

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

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

The above deviations reflect the intent of the parties with respect to surface alterations, and make reference to the Multi-Resource Management Plan - a concept not included in LURC's model easement.

4.5. VEGETATIONFOREST MANAGEMENT

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

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

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

B. Grantor reserves the right to manage vegetation by cutting, pruning and planting without the requirement of a Management Plan, as necessary to exercise the rights reserved to Grantor hereunder, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement as set forth in Section 7, below, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other designated public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the traditional scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property (all parties acknowledge, however, that the Protected Property has been, and may continue to be, used as a commercial working forest). The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not require a

Management Plan, and need not be addressed in the Management Plan.

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

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

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

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

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

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

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

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

D. Management Plan; Amendment; Certification.

~~No standing timber may be cut or removed from the Protected Property except as specifically provided in this Easement or as necessary to the uses of the Protected Property specifically provided herein, or as allowed by prior written consent of Holder. [Holder may engage in commercial timber harvesting activities and related forest management activities on the Protected Property in an environmentally sound and sustainable manner, provided that the same are undertaken in accordance with a forest management plan, prepared by a registered professional Maine Forester, which plan has been approved in writing by Holder as preserving the health and biological diversity of the forest, preserving habitat flora and fauna, maintaining forest sustainability, preserving wetlands and minimizing erosion and sedimentation. All timber harvesting and related operations must comply with all applicable laws, including without limitation any applicable Lake Concept Plan or other applicable regulations of the Land Use Regulation Commission. No timber harvesting, skid trails or land management roads may occur within feet of Lake, Stream or other surface waters as~~

~~shown on Exhibit~~.]

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

(ii) Third party certification: Grantor shall comply with the Forestry Principles set forth in 5.C., above by conducting its Forest Management Activities in accordance with the Management Plan. So long as Grantor maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below) then Grantor shall be deemed to be in full compliance with said Forestry Principles and the Management Plan. For purposes hereof, a "Qualifying Forestry Certification Program" shall be any of the following: (i) the Sustainable Forestry Initiative 2005-2009 Standards; (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (v) American Tree Farm System Certification for parcels created pursuant to Section 2, above; or (iv) any similar program that Holder reviews and approves based upon Holder's assessment of the standards and procedures of that program, which approval shall not be unreasonable delayed, conditioned, or withheld. It is agreed by the parties hereto that the initial Management Plan submitted by Grantor (but not attached as an exhibit hereto) is in full compliance with the terms and requirements of this Conservation Easement, including the Forestry Principles set forth above. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities in compliance herewith. In the absence of third-party certification, the Forestry Principles set forth herein as implemented through the Management Plan shall continue to govern Forest Management Activities on the Protected Property and the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

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

The above deviations reflect the intent of the parties with respect to forest management activities, and include the use of a Multi-Resource Management Plan approved by the holders - a concept not included in LURC's model easement.

5.6. WILDLIFE AND WATER QUALITY PROTECTION

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

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

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

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited ~~so as not to have an adverse effect on the wetland, flora, fauna or other habitats associated with the Protected Property~~to use only in connection with Forest Management Activities, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

The above deviations result from language differences pertaining to consistency with other sections of the document, and reflect the intent of the parties with respect to wildlife and water quality protection.

~~6.7.~~ RECREATIONAL PUBLIC ACCESS EASEMENT

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

Property permitted hereunder. Grantor reserves the right to allow motorized recreational use of the Protected Property (including snowmobiling), in the sole discretion of Grantor. Grantor will take into consideration the conservation and traditional non-intensive outdoor recreation values protected by this Easement in granting any such motorized recreational use.

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

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

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

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

The above deviations reflect the intent of the parties with respect to public access, and landowner and holder liability for actions of third parties.

~~7.~~

~~DEFINITIONS~~

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

~~**A. Gross Covered Ground Area:** The term "gross covered ground area" of a structure means the "footprint," or surface area of the earth occupied or covered by such~~

~~structure, calculated on the basis of the exterior dimensions of the perimeter walls or bounds of such structure, and includes, in addition, the surface area of the earth occupied or covered by any attached porches or decks, whether enclosed or open air, but does not include the ground area used by subsurface waste disposal systems, roadways or completely underground facilities.~~

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

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

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

8. BASELINE DOCUMENTATION

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

The current conditions on the Property, as documented in the Baseline Documentation, are consistent with the terms, conditions, and Purposes of this Easement. Moreover, the Grantor's resource management and timber harvesting practices, as provided for in the Management Plan and as currently conducted by Grantor, are consistent with the terms, conditions, and Purposes of this Conservation Easement.

Grantor and Holder intend and agree that the Purposes of this Conservation Easement will be met by the continuation of land use patterns existing at the time of this grant and as further provided herein.

The above deviations reflect the intent of the parties with respect to the Baseline Documentation.

9 PROTECTION OF CONSERVATION VALUES

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

The above “deviation” reflects the intent of the parties that any modifications to the easement boundaries to protect conservation values are permitted, so long as there is no net change in acreage and the conservation values of the Protected Property are preserved.

8.10. NOTICES

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

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

With a copy to: Plum Creek Maine Timberlands, L.L.C.
49 Mountain Avenue
Post Office Box 400
Fairfield, Maine 04937-0400
Attn: General Manager, Northeast Region

To Holder: THE NATURE CONSERVANCY OF THE PINE
TREE STATE, INC.

14 Maine Street, Suite 401, Brunswick, Maine
04011
Attn: State Director

With a copy to ~~Third Party~~: The Nature Conservancy
11 Ave DeLafayette
Boston, MA 02111
Attn: Legal Counsel

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

The above deviations reflect the agreement of the parties regarding notices.

9.11. COSTS AND TAXES, RESPONSIBILITY

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

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

The above deviations reflect the intent of the parties with respect to taxes, liens, and related matters.

10.12. HOLDER'S AFFIRMATIVE RIGHTS

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation

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

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the conservation purposes hereof. and does not unreasonably interfere with Forest Management Activities undertaken by Grantor.

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

~~D. Holder has the right to conduct a professional boundary survey of the Protected Property or any part thereof, which survey will be at Grantor's cost if it is required to determine that there is a violation of this Conservation Easement.~~

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

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

The above deviations reflect the intent of the parties with respect to Holder's affirmative rights.

~~_____ The Grantor grants to the Third Party the same entry, inspection, approval, management and enforcement rights as are granted to the Holder under this Conservation Easement. However, the Parties hereto intend that the Holder shall be primarily responsible for the monitoring and enforcement of this Conservation Easement, and that the Third Party intends to assume such responsibility only if the Holder fails to properly monitor and enforce. However, the Third Party may at any time exercise, in its own name and for its own account, all the rights of monitoring and enforcement granted the Holder under this Easement. The Third Party shall also have access to the Protected Property, and to any and all records of the Holder relevant to the Protected Property. Annual monitoring reports will be filed by the Holder with the Third Party.~~

In the absence of third party certification under Section 5 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor so that Holder may monitor and enforce the terms of this Easement.

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

The above deviations reflect the use of a Multi-Resource Management Plan - a concept not included in LURC's model easement - and the intent of the parties with respect to third-party enforcement.

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

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

~~_____ B. _____ Even though this Conservation Easement results in no tax deduction, it is established exclusively for conservation purposes as contemplated by the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 et seq., all as amended, (or successor provisions thereof). C. _____ The B. Holder is qualified to hold conservation easements pursuant to Title ~~33,~~33 Maine Revised Statutes Annotated, Section 476(2)(B), as amended, ~~(or successor provisions thereof)~~ (or successor provisions thereof), and is a Qualified Organization under Section 170(h)(3); of~~

the Internal Revenue Code of 1986, as amended (or successor provisions thereof), to wit: a publicly funded, non-profit, section 501(C)(3) organization having a commitment and the resources to protect the conservation purposes of the donation and enforce the restrictions hereof.

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

C. [This section left intentionally blank.]

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

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

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

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

~~————— I. ——— This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset,~~

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

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The above deviations reflect holder-required language, additional statutory or regulatory language, and the intent of the parties with respect to application of certain laws and programs.

15. GENERAL PROVISIONS

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

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

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

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

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

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

~~E.F.~~ Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Should uncertainty arise in its meaning, this Conservation Easement should be interpreted in favor of conserving the Protected

Property for the conservation purposes stated herein.

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

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

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

The above deviations reflect agreements of the parties not included in LURC's model easement.

[the remainder of this page intentionally left blank]

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

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

By:

Rick R. Holley
Its President

STATE OF WASHINGTON)
COUNTY OF KING) ss:

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

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

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

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

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by —The Nature Conservancy of the Pine Tree State, Inc Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through _____, its **President** _____, hereunto duly authorized, this —day of —, 20—.
— day of —, 20—.

Signed, sealed and delivered _____ The Nature Conservancy of
the Pine Tree State, Inc
in the presence of: _____

_____ By:

_____ *[name of officer]*
_____ *Its [insert title]*

State of Maine
County of _____, ss. _____
_____, 20—

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

Before me,

_____ Notary Public
Name: _____

~~THIRD PARTY APPROVAL~~

~~_____The foregoing Conservation Easement has been approved by the State of Maine~~
~~Department of Conservation, which accepts Third Party rights as aforesaid acting by and~~
~~through _____ in the capacity of Commissioner, hereunto duly authorized~~
~~this _____ day of _____ 20____.~~

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

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

EXHIBIT B - ~~A Plot Plan depicting the property and showing approximate locations of features identified in the text of the Easement~~ Protected Property.

~~EXHIBIT~~

~~C~~

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

~~*****~~

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

Document comparison done by DeltaView on Wednesday, September 27, 2006
10:19:41 AM

Input:	
Document 1	file://H:/Client Matters/Plum Creek/Gateway Plan/Conservation Easement/FINAL EASEMENTS/LURC Model CE [CLEAN].doc
Document 2	file://H:/Client Matters/Plum Creek/Gateway Plan/Conservation Easement/FINAL EASEMENTS/LEGACY CE [FINA;].doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	221
Deletions	176
Moved from	12
Moved to	12
Style change	0
Format changed	0
Total changes	421