

**MEMORANDUM OF UNDERSTANDING
FOR THE CONSERVATION OF THE
RED SPRUCE-NORTHERN HARDWOOD ECOSYSTEM**

This Memorandum of Understanding regarding the conservation of the red spruce-northern hardwood ecosystem (MOU) is made and entered into on this 2nd day of January, 2007, by and among the U.S. Department of the Interior, Fish and Wildlife Service (West Virginia Field Office and Canaan Valley National Wildlife Refuge); U.S. Department of Agriculture Forest Service (Monongahela National Forest and Northern Research Station); State of West Virginia (Division of Natural Resources and Division of Forestry); and The Nature Conservancy. These entities comprise and are hereinafter referred to jointly as the "Coordinating Team," with reference to this MOU. Other entities may choose to participate in implementation of this MOU in the future and shall hereinafter be referred to as the "Cooperators" in this MOU. The Coordinating Team and the Cooperators comprise and are hereinafter referred to jointly as the "Parties" to this MOU.

A. PURPOSE

The purpose of this MOU is to establish a broad strategic framework and responsibilities for collaboration by and among the Parties for the long-term conservation of the red spruce-northern hardwood ecosystem in the states of West Virginia and Virginia. The Parties recognize that collaboration, the integration of multiple objectives, and effective partnerships between public, private, and nonprofit organizations are essential to restoring and sustaining this ecosystem.

B. VISION

The Parties envision a functioning red spruce-northern hardwood forest ecosystem, restored across portions of its former range on both public and private lands, with the scale, connectivity, maturity and other features that provide functional habitat to sustain and enhance the viability of the West Virginia northern flying squirrel (*Glaucomys sabrinus fuscus*) and the many other species and communities dependent on this ecosystem (See Exhibit 1).

C. STRATEGY

To achieve this vision, the Coordinating Team will work together to implement the following conservation strategy, in partnership with, and through the support of, the Cooperators:

- Communication and coordination by and among the Parties to exchange information and to take actions to maximize conservation success.

- Identification of core areas¹ distributed throughout the seven areas of relict red spruce-northern hardwood forest depicted in Figure 1 that will provide the necessary interior, mature red spruce-northern hardwood forest needed to maintain the viability of the species dependent upon this ecosystem, particularly the West Virginia northern flying squirrel;
- Identification of key linkages: public and private parcels that will link core landscapes;
- Identification of buffers to core areas: working forest and protected forest habitat that can be managed to provide buffers to protect the integrity of core areas of red spruce-northern hardwood ecosystem throughout portions of its former range;
- Identification of a red spruce-northern hardwoods habitat classification system; and protection of representative samples of all habitat types.
- Protection of key parcels within core areas, linkages, and buffers through active or passive management, the purchase of fee and easements, and/or the creation of private or public management agreements;
- Identification and implementation of the appropriate restoration and management activities in the appropriate areas that will maximize the potential for the restoration of the red spruce-northern hardwood forest ecosystem; and
- Measuring the success of these activities through cooperative and independent monitoring of the health and spatial extent of the red spruce-northern hardwood ecosystem and species dependent on this habitat.

D. ROLE AND RESPONSIBILITIES OF THE COORDINATING TEAM

The member organizations comprising the Coordinating Team agree to each identify an individual (or individuals) to serve as Liaison(s) to represent their organization during implementation of this MOU.

Liaisons will serve on an MOU Implementation Committee that meets periodically (at least annually or more frequently as needed), in person or via teleconference, to share information; to review the progress of implementing this MOU; to develop short- and long-term goals, objectives, and strategies for further implementation of this MOU; to pursue funding opportunities; to inform Coordinating Team members of upcoming sites and priorities for restoration and enhancement; to cooperate on development of a coordinated monitoring system by the 2008 field season; to identify collaborative projects; to review and evaluate the success of new research or management activities carried out within the red spruce- northern hardwood ecosystem; and to disseminate research and knowledge relevant to managing this ecosystem.

¹ Current core areas include the appropriate habitat on: the Monongahela National Forest (designated in the 2006 Forest Plan Revision as Management Prescriptions 4.1, and within Management Prescriptions 5.0, 5.1, 6.2, and 8.0); areas on the Canaan Valley National Wildlife Refuge; areas of West Virginia State Parks, Forests, and Wildlife Management Areas (including, but not necessarily limited to Blackwater Falls State Park, Canaan Valley State Park, Cass Scenic Railroad State Park, Kumbrabow State Forest, and Handley Wildlife Management Area); areas on Nature Conservancy preserves and easements; and areas on private parcels (including, Mead-Westvaco property, Snowshoe Mountain, Dominion Energy property, and Allegheny Wood Products property in Blackwater Canyon).

The Liaisons are encouraged to establish subcommittees, as needed, to support implementation of this MOU. Liaisons may invite other individuals representing Parties to this MOU to serve on subcommittees, as well as others who are not a party to this MOU.

On at least an annual basis, the Liaisons will convene an annual meeting by and among all signatory parties to this MOU, and open to the public, for the purpose of sharing new information and reporting on the progress of MOU implementation.

In addition to the above roles and responsibilities, each member organization comprising the Coordinating Team, shall contribute to the MOU as described below:

1. U.S. Fish and Wildlife Service, West Virginia Field Office

Through its Endangered Species and Partners for Fish and Wildlife programs, the West Virginia Field Office will provide technical, regulatory, and financial assistance for MOU implementation. Through an expanding set of cooperative conservation tools, the Service will assist public and private entities to protect, restore, monitor, and maintain a healthy red spruce-northern hardwood ecosystem. We will facilitate implementation of the conservation strategy through such tools as cost-share incentives, grants, provision of labor and equipment for habitat restoration, and establishment of cooperative agreements, conservation banking agreements, Endangered Species Act consultations, Habitat Conservation Plans, Safe Harbor Agreements, and Candidate Conservation Agreements (with or without regulatory assurances).

2. U.S. Fish and Wildlife Service, Canaan Valley National Wildlife Refuge (Refuge)

Red spruce restoration will be analyzed during development of the Refuge Comprehensive Conservation Plan (CCP) scheduled to begin in FY 2007. This analysis will help define habitat goals related to all Refuge management and restoration efforts. The Refuge will work with partners to help define the importance of spruce restoration on Refuge lands and to develop restoration goals for the CCP. During the development of the CCP, the Refuge will continue to work with partners to enhance existing Refuge spruce stands in high priority areas. The Refuge will provide technical assistance to partners on restoration planning and implementation, and help coordinate spruce restoration efforts with adjacent landowners upon request. Additionally the Refuge will act as a partner in funding opportunities, where appropriate.

3. U.S. Forest Service, Monongahela National Forest

The MNF will continue managing for the red spruce-northern hardwood ecosystem, as described in the 2006 MNF Land and Resource Management Plan (Forest Plan), which provides the framework for management for the Forest. Nested within the Forest Plan are several layers of direction in the form of management goals, objectives, guidelines, and standards that will protect and conserve this ecosystem, including habitat for the WVNFS and other species. Of particular importance to the WVNFS is the implementation of the direction found under Management Prescription 4.1- Spruce and Spruce-Hardwood Ecosystem Management which focuses on the restoration and management of spruce and spruce hardwood communities across the Forest. The WVNFS would also be protected as a Regional Forester's Sensitive Species. As such, the Forest would try to ensure that management activities would not contribute to a trend towards federal listing.

In addition to habitat protection and management direction found in the Forest Plan, the Forest will, as funding is available: 1) continue to cooperate, coordinate, and consult with a variety of agencies, organizations, and government entities in management of the red spruce-northern hardwood ecosystem and WVNFS; 2) continue inventory and monitoring efforts to help determine population trends and habitat distribution; 3) provide technical assistance and expertise; and 4) facilitate implementation of the strategy through establishment of collection agreements, cost-share agreements, participating agreements, or other appropriate instruments; provision of labor and equipment for habitat restoration; and providing financial support.

4. U.S. Department of Agriculture Northern Research Station

The Northern Research Station will continue to conduct research and disseminate information relevant to management of the red-spruce northern ecosystem, such as the following: 1) Conduct research to develop red spruce management and restoration guidelines for the central Appalachians; 2) Conduct retrospective research to understand establishment patterns and origins of extant red spruce in the central Appalachians (fire vs. no fire, etc.); 3) Conduct research to better understand the spatial arrangement and extent, along with accompanying biological values of extant and future potential red spruce in the central Appalachians; 4) Conduct research to better understand, assess, and mitigate potential stressors to red spruce forests and their associated community member in the central Appalachians (i.e. hemlock woolly adelgid, atmospheric deposition, recreational development) using Ecosystem Management Decision Support systems and other protocols; and 5) Conduct basic and applied natural history research to develop habitat management guidelines for threatened, endangered and sensitive species linked to red spruce communities in the central Appalachians using Ecosystem Management Decision Support systems and other protocols.

5. West Virginia Division of Forestry

The West Virginia Division of Forestry (WVDOP) is responsible for the broad mission of protecting, nurturing, and promoting the wise utilization of the State's forest resources on a sustainable basis. It is the lead agency in West Virginia in dealing with forestry-related matters.

In regard to management or restoration of red spruce habitat on state owned lands, the WVDOP will, in cooperation with the Red Spruce Coordinating Team Members:

- Identify existing red spruce habitat on its own lands, primarily Kumbrabow State Forest, and make silvicultural prescriptions to maintain that habitat.
- Identify potential or historical red spruce habitat on its own lands, primarily Kumbrabow State Forest, and evaluate the potential and/or feasibility of re-establishing the red spruce or the mixed red spruce-northern hardwood forest type on those sites.

The WVDOP is responsible for providing technical forestry assistance to private landowners through its Forest Stewardship program, which includes administering cost-share funds for approved forestry-related practices on those private lands. The WVDOP also administers the Forest Legacy program, which enables private landowners to sell conservation easements to the State in order to protect that property from development and conserve it as a working forest in perpetuity. The WVDOP will:

- Provide technical forestry assistance to private landowners who are interested in managing their lands, or portions of their lands, to maintain or re-establish red spruce or mixed red spruce-northern hardwood forest types.
- Work closely with and provide professional forestry expertise to cooperating partners and other agencies regarding the silvicultural management of these forest types.
- Through its Forest Stewardship and Forest Land Enhancement Programs, provide cost-share monies to private landowners for preparation of Stewardship Plans and for implementation of approved forestry-related management practices. These plans and practices, which are prepared and/or approved by WVDOF foresters, will include provisions for managing and/or restoring red spruce and related habitat, as desired by the landowner and according to current silvicultural guidelines for managing those forest types.
- Through its Forest Legacy program, consider and evaluate the potential for purchase of conservation easements on any private properties that request consideration for the program and which meet program guidelines.

6. West Virginia Division of Natural Resources

In its Wildlife Conservation Action Plan (WCAP), the West Virginia Division of Natural Resources (WVDNR) identified red spruce forest as a habitat “at-risk” with high conservation value. The WCAP also identified 20 species in “greatest need of conservation” found in this habitat. As part of meeting the plan’s goals, the WVDNR will provide technical assistance to other agencies and groups interested in conserving/enhancing red spruce habitats. WVDNR ecologists are currently classifying vegetation communities within the red spruce ecosystem. Such a classification system will assist in conserving representative stands of all vegetation communities found in this ecosystem. The WVDNR maintains a database of the locations of rare plant and animal species, including those found within the red spruce ecosystem; the database will be updated as new information becomes available. Species of concern will be monitored including the WV northern flying squirrel, Cheat Mountain salamander, and breeding birds. The WVDNR plans to manage and/or enhance red spruce habitats on its lands (wildlife management areas and state parks) and will encourage the establishment of red spruce in mine reclamation projects where appropriate. Other high priority actions the WVDNR plans to pursue are: 1) Solicit and fund research proposals to refine our understanding of animal communities associated with the various red spruce vegetation types, 2) Explore the feasibility of establishing monitoring stations in red spruce communities to track changes in animal assemblages in relation to changes in forest health and succession, and 3) Support efforts to delineate red spruce stands and evaluate stand health through remote sensing.

7. The Nature Conservancy

The Nature Conservancy will provide its Central Appalachian Forest Ecoregional Plan data to highlight the importance of landscape-scale restoration of the red spruce/northern hardwood forest to the Central Appalachian Forest ecoregion, and provide site-based conservation planning information that includes identification of threats, strategies, and actions that can be taken to conserve red spruce/northern hardwood areas. The Nature Conservancy will restore red spruce/northern hardwood forest to its network of preserves and easements in the red spruce/northern hardwood range, work closely with partners to identify core areas on important red spruce/northern hardwood conservation areas, identify areas for restoration across the red

spruce/northern hardwood forest landscape that are both strategic and complimentary, and will provide technical assistance to partners on restoration planning and implementation. The Nature Conservancy, building on its experience as a land trust, and its relationship with private landowners in the red spruce/northern hardwood areas, will help partners identify private landowners that are willing to engage in the conservation of red spruce/northern hardwood forests on a voluntary basis to ensure connectivity between publicly owned blocks of red spruce/northern hardwood forests through fee purchase, easement, and management agreement. The Conservancy will also work with the partners to identify funding opportunities and develop proposals to bring the resources needed to implement red spruce/northern hardwood forest conservation and restoration at the local and landscape scale.

E. ROLES AND RESPONSIBILITIES OF COOPERATORS

Working individually or in Partnership with the Coordinating Team, Cooperators will:

- Protect, restore, manage, and/or monitor appropriate areas that will maximize the potential for the restoration of the red spruce-northern hardwood forest ecosystem;
- Participate on appropriate MOU subcommittees as time, funding, and expertise allow;
- Share and disseminate information about the red spruce-northern hardwood ecosystem to the Coordinating Team and to members of the public; and
- Participate in the annual meeting on MOU implementation.

In addition to the above roles and responsibilities, Cooperators shall contribute to the MOU as described more specifically for each Cooperator in a Cooperator Agreement (see Template Agreement in Exhibit 2).

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law, or equity, by a party against the Cooperators, the organizations comprising the Coordinating Team, their representatives, officers, or any person.

2. PARTICIPATION IN SIMILAR ACTIVITIES AND TAKING INDIVIDUAL ACTION. This instrument in no way restricts the Coordinating Team member organizations or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

This MOU is not intended to, and does not create any obligation or responsibility for Coordinating Team members to adhere to, carry out, or participate in any action or activity discussed or agreed upon by members of the Coordinating Team, or any portion thereof, that would be in conflict with any policy, rules, regulations, or mandate of Coordinating Team participants. It is understood that each member of the Coordinating Team is participating in this agreement to maximize its ability to carry out red spruce/northern hardwood restoration and contribute in its way to achieving the Vision of this MOU. Participation in this agreement and any action, agreement or collaboration of the Coordinating Team shall not affect the autonomy of each participating Coordinating Team member to carry out individual actions or set individual priorities for restoration and/or monitoring of the red spruce/northern hardwood ecosystem and the species dependent on this habitat, nor create any obligation to carry out actions discussed or agreed upon by the Coordinating Team.

3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to Federal or State government members of the Coordinating Team or to Federal or State government Cooperators under this instrument is subject to the disclosure requirements of the Federal Freedom of Information Act (5 U.S.C. 552) and/or the West Virginia Freedom of Information Act (W. Va. Code § 29B-1-1 et seq.).

4. FUNDING. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures.

5. MODIFICATIONS. This MOU will be reviewed every 5 years and modified as necessary by mutual agreement of the Parties to ensure the continued conservation of the red spruce-northern hardwood ecosystem and the species dependent upon it.

6. DURATION. This MOU constitutes a long-term commitment to conservation of the red spruce-northern hardwood ecosystem and the species that depend upon it. While it is anticipated that the composition of the Coordinating Team will remain stable, its composition and that of the

Cooperators may change over time. Nevertheless, this MOU will continue to be implemented for the long-term by those participating at the time.

7. LEGAL STATUS OF THE WEST VIRGINIA NORTHERN FLYING SQUIRREL.

The Parties agree to carry out these management measures for the long-term to lead towards effective conservation of the red spruce-northern hardwood ecosystem, and the species dependent upon it. A change in the legal status of the West Virginia northern flying squirrel or any other federally listed species will not affect the Parties commitment to implement management programs conducive to the long-term conservation of such species irrespective of their standing under the federal Endangered Species Act.

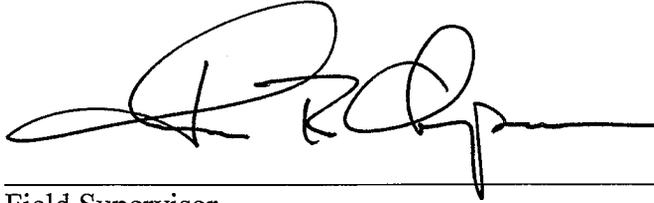
8. TERMINATION. While the duration of this MOU is long-term, the Parties recognize that circumstances may change that affect the continued participation of an individual Party. In such case, any Party may terminate this MOU, in whole or in part, for actions that are not legally binding, by providing 30 days written notice to all signatory organizations comprising the Coordinating Team. This notice shall explain the reason(s) for termination.

9. TRANSFER OF PROPERTY AND TERMINATION. In the event that a land-managing member of the Coordinating Team sells or trades all or part of its red spruce-northern hardwood ecosystem lands, after the date of the execution of this MOU, the member organization will notify the other Coordinating Team organizations at least 30 days in advance of the closing of the land transaction, and will notify the prospective landowner of the existence of this MOU, and any previously recorded legal instruments (such as a conservation easement), in order for the potential new owner to understand easement commitments that run with the land (if applicable), and/or to decide whether to continue implementation of the conservation measures previously performed by the seller.

THE COORDINATING TEAM HERETO has executed this MOU:

MEMORANDUM OF UNDERSTANDING FOR THE CONSERVATION OF THE RED
SPRUCE-NORTHERN HARDWOOD ECOSYSTEM

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by an
authorized official on the date and year set forth by their signature



20 Dec 2006

Field Supervisor
West Virginia Field Office
U.S. Fish and Wildlife Service

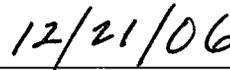
Date

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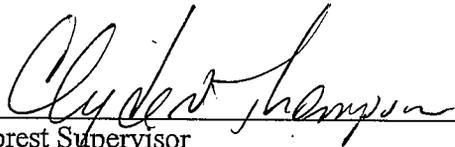
Refuge Manager
Canaan Valley National Wildlife Refuge
U.S. Fish and Wildlife Service



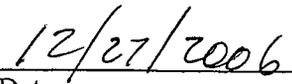
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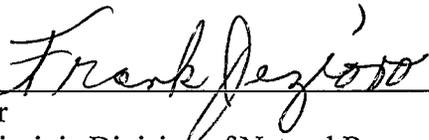
Forest Supervisor
Monongahela National Forest
U.S. Forest Service



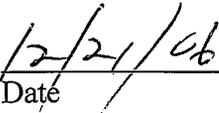
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Director
West Virginia Division of Natural Resources



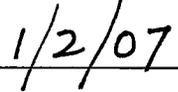
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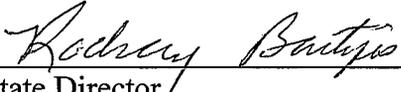
Director
West Virginia Division of Forestry



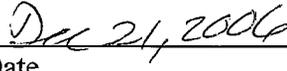
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State Director
The Nature Conservancy



Date

Cave and Karst System					
<p>A thin band of limestone on the sideslopes of Cheat Mountain in the Tygart Valley which passes under the Shavers Fork basin and re-emerges on the sideslopes of the Shavers/Back Allegheny Mountain on the Greenbrier Valley which supports several cave and karst features.</p>	TNC Ecoregional Targets				
	Myotis sodalis	Indiana or Social Myotis	G2	S1	D
	Corynorhinus townsendii virginianus	Virginia Big Eared Bat	G4T2	S2	C
	Pseudanotalmus hypertrichosis	Cave Beetle	G3	S3	?
	Pseudosinella gisini	A SPRINGTAIL	G2G3	S2	?
	Pseudotremia fulgida	Greenbrier Valley Cavve Millipede	G2G3	S2	E
	Trichopetalum weyeriense	Grand Cavers Blind Cave Millipede	G3Q	S2	?
	Myotis Leibii	Eastern Small-footed Myotis	G3	S1	E
	Associated Species				
	Stygobromus Parvus	Minute Cave Amphipod	G1G2	S1	?
	Stygobromus emarginatus				?
	Central Appalachian Northern Hardwood Matrix				
<p>Occurs on the high and cool sideslopes of Cheat and Shavers/Back Allegheny Mountains in a narrow band between the elevations of approximately 2800'-3600,' with transitional forest to Central Appalachian Oak Matrix on lower elevation and to Spruce Matrix in higher elevations. Overstory and understory is variable on the landscape with the tree species such as red and sugar maple, basswood, white ash, yellow poplar, northern red oak, yellow birch, beech, and black cherry being found in pure or mixed stands.</p>	TNC Ecoregional Targets				
	Trifolium stoliniferum	Running Buffalo Clover	G3	S2	Seeps
	Sorex palustris punctulatus	Southern Water Shrew	G5T3	S1	Boulder/Rock Fields
	Associated Species				
	Trifolium Stoliniferum	Running Buffalo Clover	G3	S2	Limestone Features
	Coeloglossum viride var virescens	Long-Bract Green Orchis	G5T5	S1	
	Heuchera alba	White-Flowered Alumroot	G2Q	S2	
	Cuscuta rostrata	Beaked Dodder	G4	S2	
	Botrychium oneidense	Blunt-Lobe Grape-Fern	G4Q	S1	
	Sylvilagus obscurus	Appalachian Cottontail	G4	S3	
	Microtus chrotorrhinus carolinensis	Southern Rock Vole	G4T3	S2	
	Carex lacustris	Lake Sedge	G5	S2	

EXHIBIT 2
SITE-SPECIFIC COOPERATOR AGREEMENT TEMPLATE
FOR CONSERVATION AND RESTORATION OF
THE RED SPRUCE-NORTHERN HARDWOOD ECOSYSTEM

I. Purpose

This is a voluntary agreement (Agreement) that recognizes the unique and important role that private and public land owners and managers in West Virginia and Virginia can play in contributing to the conservation of the red spruce-northern hardwood ecosystem, and the species dependent upon it. The purpose of this Agreement is a commitment to action by the land owner/manager and the Coordinating Team (defined below) to work in cooperation to restore the red spruce-northern hardwood forest ecosystem. This Agreement is designed to enable land management activities beneficial to this ecosystem to be carried out while minimizing the impact of such activities on the right and ability of the land owner or manager to achieve desired management goals. Additionally, this Agreement is designed to clearly define expectations of the Coordinating Team and/or Cooperator and provide a direction for future protection, restoration, and/or monitoring of this ecosystem.

This Agreement supplements the Memorandum of Understanding (MOU) executed on _____, 2006 by: The Nature Conservancy; the U.S. Department of Agriculture, Forest Service (Northeast Research Station, and Monongahela National Forest); the state of West Virginia (Division of Natural Resources, and Division of Forestry); and the U.S. Fish and Wildlife Service (Canaan Valley National Wildlife Refuge, and West Virginia Field Office), collectively referred to as the “Coordinating Team.”

II. Involved Parties

This site-specific Agreement, effective on the date of the last signature below, is between the (Insert landowner group's name) (Cooperator) and the Coordinating Team, represented in signature by (Insert appropriate agency representative for the Coordinating Team). *(If the cooperating signatory owns/manages land, go to III-Enrolled Lands, otherwise, go to IV-Commitment to Action).*

III. Enrolled Lands (as appropriate)

The enrolled lands cover approximately _____ acres. A map of the enrolled lands is attached as Exhibit 1. *(Provide a map showing the enrolled lands. This map will then be digitized, the acreage will be confirmed, and the information included in the working GIS map for all lands enrolled.)*

V. **Terms and Conditions**

This site-specific agreement is subject to all the terms and conditions laid out in the MOU, except as modified below:

- A. **Termination of this Agreement.** The Cooperator may terminate this site-specific Agreement prior to the acceptance of a conservation easement or management plan, for any reason, even if the expected benefits have not been realized. In order to do so, the Cooperator must give 30 days prior written notice to (Insert appropriate agency representative for the Coordinating Team).

- B. **Transfer of Property and Termination.** In the event the Cooperator sells all or part of the enrolled lands prior to the acceptance of a conservation easement or management plan, the Cooperator will notify (Insert appropriate agency representative for the Coordinating Team) at least 30 days in advance of the closing of the land transaction, and will notify the prospective landowner of the existence of the MOU and this Agreement in order for the potential new owner to decide whether to continue toward the development of a conservation easement or management plan.

In the event the Cooperator sells all or part of the enrolled lands after the acceptance of a conservation easement and/or management plan, the Cooperator will notify (Insert appropriate agency representative for the Coordinating Team) at least 30 days in advance of the closing of the land transaction, and will notify the prospective landowner of the existence of the MOU, this Agreement, and any previously recorded legal instruments (such as a conservation easement), in order for the potential new owner to understand easement commitments that run with the land (if applicable), and/or to decide whether to continue implementation of the management plan (if applicable).

IN WITNESS WHEREOF THE PARTIES HERETO have executed this site-specific Agreement to be in effect on the date of the last signature below.

Title
Name of member organization
Representing the Coordinating Team

Date

Name or Title of Cooperator
Affiliation (as appropriate)

Date