

Return to: The Great Land Trust, Inc.
P.O. Box 101272
Anchorage, Alaska 99510-1272

DRAFT DATED _____
{for use with private landowners}

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT dated _____ (the “Easement Date”) is by and between _____ (“the undersigned Owner or Owners”) whose mailing address is _____ and The Great Land Trust, Inc. (“Holder”) an Alaska non-profit corporation, whose mailing address is P.O. Box 101272, Anchorage, Alaska 99510-1272.

Article I.

Background

1.01 Property

The undersigned Owner or Owners are the sole owners in fee simple of the Property legally described in Exhibit “A” (the “Property”). *[If only part of a property is conserved, do not insert the entire property legal description on Ex. A; rather insert only that description covering the portion of the property subject to the Easement.]* The Property is also described as:

Street Address: *[insert if available; otherwise describe property in relation to adjacent public roads]*

Municipality: *[may not be applicable; if not, delete]*

Borough: *[may not be applicable; if not, delete]*

State: Alaska

Tax ID #:

Recording District:

Owner or Owners own the affirmative rights to identify, preserve, and protect in perpetuity the Property’s significant relatively natural, scenic and open space features and values that are worthy of preservation (described in Section 1.03), and Owner or Owners desire and intend to transfer such rights to Holder by granting this Conservation Easement.

1.02 Easement Map

Attached as Exhibit “B” and incorporated herein by this reference, is a survey or other graphic depiction of the Property (the “Easement Map”) showing, among other details, the location of one or more of the following areas – the Resource Protection Area, the Restricted Use Area and the Limited Development Area(s) *[Adjust as necessary here and throughout the easement for projects using only 2 designations and for the number of permitted Limited Development Areas. The relevant areas should be identified on the Easement Map with sufficient specificity to locate them on the ground. The Limited Development Area may require surveying if it is not feasible to establish it by reference to existing natural features or survey points.]*

The Limited Development Area should be marked with permanent markers on the ground prior to the Easement Date or, if later, in any event prior to construction of Improvements.].

[If one or more of the Limited Development Areas permitted under the Conservation Easement have not been established as of the Easement Date by reference to the Easement Map, add the following to §1.02:

Limited Development Area A has been established as of the Easement Date in its location shown on the Easement Map. Limited Development Area B may be established after the Easement Date within the area identified as “Designation Area” on the Easement Map under applicable provisions of Article III.]

1.03 Conservation Values

The Property contains Conservation Values that are of great value to Owner or Owners, the residents of the Municipality of Anchorage *[or Matanuska-Susitna Borough]*, and the State of Alaska in general, and are worthy of preservation, including *[describe in detail the unique conservation values located on the Property; they should relate directly to the Conservation Purposes discussed in Section 2.02.]*

[If the Easement is intended to qualify for federal tax benefits, refer to Treasury Regulations Sec. 1.170A-14(d) for guidance and use the following format to describe the Conservation Values:

(a) Recreation or Education: {describe the public access permitted and the outdoor recreational and/or educational opportunities it provides to the general public};

(b) Relatively Natural Habitat: {describe the habitat for fish, wildlife and/or plant communities or the ecosystem to be conserved};

(c) Open Space, including farmland and forest land, that is conserved:

(1) Pursuant to the following Federal, state or local governmental conservation policies and that will yield a significant public benefit: {list all applicable policies and describe the significant public benefit (see Treas. Reg. 1.170A-14(d)(4)(iv) for assistance); or summarize the policies and refer to Baseline Documentation for full text} or

(2) For the scenic enjoyment of the general public and will yield a significant public benefit: {describe how the property is scenic (see Treas. Reg. 1.170A-14(d)(4)(ii) for assistance) and describe the significant public benefit (see Treas. Reg. 1.170A-14(d)(4)(iv) for assistance)}].

[For conservation easements preserving wetlands, add appropriate description of wetland conservation values, wetlands mitigation bank, etc.]

1.04 Qualified Holder

Holder is a private, non-profit organization, organized to protect and conserve natural areas, ecologically significant land, and forest, agricultural, and open space land for scientific, charitable and educational purposes, and is a “holder” under the Conservation Easement Act and is a “qualified organization” within the provisions of Section 170 (h) of the Code, qualified to acquire and hold conservation easements and meets the requirements of the Code as a Section 501(c)(3) exempt organization.

1.05 State Policy Concerning Conservation Easements

The State of Alaska has recognized the importance of private efforts toward the preservation of the identified Conservation Values in the State by enactment of the Conservation Easement Act.

1.06 Structure of Conservation Easement

This Conservation Easement is divided into nine Articles. Article II contains the grant of easement, a description of the Conservation Purposes and addresses federal tax matters. Articles III, IV and V contain the restrictions on the use and development of the Property imposed by the undersigned Owner or Owners on the Property. In Article VI the undersigned Owner or Owners grant to Holder and holders of third party rights of enforcement (if any) certain rights to enforce the restrictions in perpetuity against all Owners of the Property (“Enforcement Rights”). Article VI also contains the procedure for Review applicable to those items permitted subject to Review under Articles III, IV and V. Article VII details the procedures for exercise of Enforcement Rights. Article VIII contains provisions generally applicable to both Owner or Owners and

Holder. The last Article entitled “Glossary” contains definitions of capitalized terms used in this Conservation Easement and not defined in this Article I.

1.07 Third Party Right of Enforcement

As of the Easement Date, no third parties have been provided the right to enforce this Conservation Easement by the undersigned Owner or Owners and Holder. *[The Conservation Easement Act allows designation of a 3rd party right of enforcement; if one exists, revise this section accordingly: Each of the Persons identified below in this Section has a third party right of enforcement of this Conservation Easement. The specific rights vested in each Person are described in Article VI. List the full legal name of the third party. Depending upon the number of rights granted under Article VI, the identified Qualified Organization may simply be a “back-up grantee” or may be given all four of the rights listed in §6.02, which essentially constitutes the third party as a “co-holder” of the Conservation Easement].*

Article II.

Grant; Conservation Purpose; Federal Tax Matters

[Delete reference to Federal Tax Matters for non-deductible easements]

2.01 Grant

In consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to the laws of the State of Alaska and in particular the Conservation Easement Act, Owner or Owners hereby grant, transfer, and convey to the Holder, its successors and assigns, a perpetual conservation easement (the “Conservation Easement”) of the nature and character and to the extent set forth herein consisting of the rights and restrictions enumerated herein, as to the Property.

2.02 Conservation Purposes

This Conservation Easement provides different levels of protection for the areas shown on the Easement Map so as to achieve the goals and resource protection objectives (collectively, the “Conservation Purposes”) for the Property set forth below:

(a) **Resource Protection Objectives** *[Revise, add to or delete the following as appropriate for each project]*

(i) **Water Resources.** This Conservation Easement seeks to protect the quality of water resources within or in the vicinity of the Property by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention and natural filtration of storm water. Protecting water resources also helps preserve habitat for Native Species dependent on water resources. *[Add a brief description of the water resources on or about the Property that are more fully described in the Baseline Documentation. If this is a wetlands easement, revise and add to this section as appropriate and delete any or all of the following provisions unless also applicable to the Property.]*

(ii) **Wetlands.**

(iii) **Public Access/ Recreation.**

(iv) **Forest and Woodland Resources.** This Conservation Easement seeks to promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodland. Features to be protected include Native Species; continuous canopy with multi-tiered understory of trees, shrubs, wildflowers and grasses; natural habitat, breeding sites and corridors for the migration of birds and wildlife. Species other than Native Species often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air. *[Add brief description of forest, woodland and vegetative resources on or about the Property that are more fully described in the Baseline Documentation.]*

(v) **Wildlife Resources.** This Conservation Easement seeks to protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow

larger, healthier populations of a species to persist; thus, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements. *[Add brief description of Native Species found on or about the Property and/or the potential of the Property to provide habitat for Native Species.]*

(vi) **Scenic Resources.** This Conservation Easement seeks to protect scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Property. *[Add brief description of scenic views of the Property that are more fully described in the Baseline Documentation.]*

(vii) **Sustainable Land Uses.** This Conservation Easement seeks to ensure that Agriculture, Forestry, and other uses, to the extent that they are permitted, are conducted in a manner that will neither diminish the biological integrity of the Property nor deplete natural resources over time nor lead to an irreversible disruption of ecosystems and associated processes. Agricultural and Forestry activities are regulated so as to protect soils of high productivity; to ensure future availability for Sustainable uses; and to minimize adverse effects of Agricultural and Forestry uses on water resources described in the Conservation Purposes. *[Add brief description of importance of Agricultural and/or Forestry uses to the community and/or summary of information contained in the Baseline Documentation re: suitability of soils for Sustainable Agriculture or suitability of timber for Sustainable Forestry.]*

Examples:

This Conservation Easement and others applicable to properties in the vicinity of the Property are intended to preserve the availability of agricultural soils for Agricultural production.

Approximately ___% of the Restricted Use Area contains soils classified as ___ as defined by the U.S. Department of Agriculture Natural Resource Conservation Service. Timber within the Restricted Use Area consists predominantly of hardwoods such as ____.

(viii) **Compatible Land Use and Development.** Certain areas have been sited within the Property to accommodate existing and future development and these areas have been specifically limited and located to protect and preserve the Conservation Purposes. *[Add brief description of the rationale underlying the size and location of Limited Development Area(s). Examples:*

The Limited Development Area has been located around Existing Improvements with additional space for expansion sited so as to minimize intrusion into scenic views from ___ Road; or Limited Development Area A has been established around existing Agricultural Improvements and Residential Improvements. Limited Development Area B has been established as a site for additional Agricultural Improvements and more intense Agricultural uses in a location that will confine barnyard runoff so as not to endanger water resources.]

(b) Goals

(i) **Resource Protection Area.** This Conservation Easement seeks to protect natural resources within the Resource Protection Area so as to keep them in an undisturbed state except as required to promote and maintain a diverse community of predominantly Native Species.

(ii) **Restricted Use Area.** This Conservation Easement seeks to protect relatively natural habitat and scenic views of and across the Property for the public by limiting and locating development and uses within the Restricted Use Area.

(iii) **Limited Development Area(s).** This Conservation Easement seeks to promote compatible land use and development within the Limited Development Area(s) so that it/they will be available for a wide variety of activities, uses and Additional Improvements subject to the minimal constraints necessary to achieve the Conservation Purposes outside the Limited Development Area(s).

2.03 Federal Tax Items *[GLT may delete this section for non-tax deductible easements but must retain: the Baseline Documentation Report Subsection b, the public benefit Subsection c, and No Representation of Tax Benefits Subsection i, for all easements.]*

(a) Qualified Conservation Contribution

The rights granted to Holder under this Conservation Easement have been donated in whole *[delete "in whole" and add for bargain sale: in part]* by the undersigned Owner or Owners. This Conservation Easement is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code) to a qualified organization (a "Qualified Organization") as defined in §1.170(A-14)(c)(1) of the Regulations.

(b) Baseline Documentation Report

The undersigned Owner or Owners and Holder have signed an acknowledgement certifying that the report (the “Baseline Documentation”) incorporated herein by this reference, is an accurate representation of the uses, natural resources and condition of the Property as of the Easement Date. A copy of this signed acknowledgement is attached as Exhibit C. A copy of the Baseline Documentation is held by Owner or Owners and the original is kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Map and other information sufficient to identify on the ground the protection areas identified in this Conservation Easement; it describes Existing Improvements; it identifies the conservation resources of the Property described in the Conservation Purposes; and it includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date. Owner or Owners understand that the Baseline Documentation will be used by Holder to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement

(c) Public Benefit

The undersigned Owner or Owners have entered into this Conservation Easement to provide a significant public benefit (as defined in §1.170A-14(d)(4)(iv) of the Regulations *[delete this parenthetical for non-tax deductible easements]*). In addition to the public benefits described in the Conservation Purposes, the Baseline Documentation identifies public policy statements and other factual information supporting the significant public benefit of this Conservation Easement.

(d) Mineral Interests

No Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant or lease of any such interest is prohibited and Holder has the right to prohibit the exercise of any such right or interest if granted in violation of this provision.

(e) Notice Required under Regulations

To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Conservation Easement, Owner or Owners agree to notify Holder before exercising any reserved right that may have an adverse impact on the conservation interests associated with the Property.

(f) Property Right

In accordance with §1.170A-14(g)(6) of the Regulations, the undersigned Owner or Owners agree that the grant of this Conservation Easement gives rise to a property right, immediately vested in the Holder, that entitles the Holder to compensation upon extinguishment of the Conservation Easement. The fair market value of the property right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that this Conservation Easement as of the Easement Date bears to the value of the Property as a whole as of the Easement Date (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property). Holder must use any funds received on account of such extinguishment consistent with the Conservation Purposes of this Conservation Easement.

(g) Qualification under §2031(c) of the Code

To the extent required to qualify for exemption from federal estate tax under §2031(c) of the Code, and only to the extent such activity is not otherwise prohibited or limited under this Conservation Easement, Owners agree that commercial recreational uses are not permitted within the Property. *The Code permits “de minimus” commercial recreational uses while still qualifying a C.E. for §2031(c) estate tax benefits. If GLT wishes to permit occasional commercial recreational uses on protected properties (like guided hunting or fishing trips), we should revise this section to track the Code language exactly and permit such “de minimus” uses, while adding such uses to Article V below in whichever parts of the property such uses would be appropriate.*

(h) Acknowledgment of Donation

Holder acknowledges that no goods or services were received in consideration of the grant of this Conservation Easement. *[Note: a separate acknowledgement of the conservation easement donation must be sent to the donor (landowner) following the closing of the easement.]*

(i) No Representation of Tax Benefits

The undersigned Owner or Owners represent, warrant and covenant to Holder that:

(i) The undersigned Owner or Owners have not relied upon any information or analyses furnished by Holder with respect to either the availability, amount or effect of any deduction, credit or other benefit to Owner or Owners under the Code, the Regulations or other Applicable Law; or the value of this Conservation Easement or the Property.

(ii) The undersigned Owner or Owners have relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by the undersigned Owner or Owners when executing this Conservation Easement. If any Person providing services in connection with this Conservation Easement or the Property was recommended by Holder, the undersigned Owner or Owners acknowledge that Holder is not responsible in any way for the performance of services by these Persons.

(iii) The donation of this Conservation Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit under the Code, Regulations or other Applicable Law.

Article III. Subdivision; Establishment of Limited Development Area(s)

3.01 Prohibition

The Property is currently comprised of _____ (#) Existing Lot(s), all of which are owned by Owner or Owners. Subdivision of the Property without permission of Holder is prohibited and Owner or Owners shall maintain all of the Existing Lots comprising the Property, and all interests therein, under common ownership, as though a single Existing Lot, except as set forth below.

3.02 Permitted Subdivision

The following Subdivisions are permitted:

(a) Lot Line Change

Subdivision to adjust a boundary line between two Existing Lots within the Property and, subject to Review, an adjustment of the boundary line between an Existing Lot and another Lot outside the Property if, as a result of the adjustment, there is no material decrease in the acreage of the Property or increase in Holder's easement stewardship obligations or costs.

(b) Transfer to Qualified Organization

Subject to Review, Subdivision to permit the transfer of a portion of the Property to a Qualified Organization for use by the Qualified Organization for park, nature preserve, public trail or other conservation purposes consistent with and in furtherance of the Conservation Purposes.

(c) Lease

Subject to Review, transfer of possession (but not ownership) of one or more portions of the Property by lease for purposes permitted under, and subject to compliance with, the terms of this Conservation Easement.

3.03 Subdivision Requirements [Keep this Section if subdivision is allowed; delete the Section if no subdivision is permitted]

To minimize land fragmentation, and to facilitate effective easement stewardship of the Property, the Property may be subdivided into not more than a total of _____ (#) Lots. Such subdivided parcels may be created and conveyed subject to Review by Holder, and upon compliance with the following conditions:

(a) Establishment of Lots

(i) Owner or Owners have demonstrated that the proposed subdivision will not internally divide, partition or separate the [a] Limited Development Area;

(ii) Such subdivided parcels shall remain subject to the terms and conditions set forth in this Conservation Easement;

(iii) the deed(s) of conveyance of all such subdivided Lot(s) shall contain a metes and bounds description of the subdivided Lot(s) prepared by a licensed professional land surveyor at Owner or Owner's sole cost, which description shall have been reviewed and approved by Holder prior to conveyance of the subdivided Lot(s); and

- (iv) all costs resulting from the Subdivision of the Property and conveyance of subdivided Lot(s), including but not limited to reasonable Holder and associated staff time, including, but not limited to, time expended on legal review of documents, preparing or updating associated Easement Maps and updating of Baseline Documentation, are to be paid by Owner or Owners.

(b) Amendment

Holder will require Owner or Owners to execute an Amendment of this Conservation Easement to reflect any change to the description of the Property set forth in Exhibit "A" or any other changes resulting from Subdivision and the cost of such Amendment shall be paid by Owner or Owners.

3.04 Establishment of Limited Development Area(s) *[Add the following if all Limited Development Areas were not identified at the closing of the easement as appropriate to the project. The Designation Area(s) should be chosen to protect the Conservation Purposes.]*

(a) Limitations on Limited Development Area(s)

In addition to Limited Development Area A shown on the Easement Map, ___ (#) additional Limited Development Area(s), *[Limited Development Area B and Limited Development Area C]* may be established after the Easement Date in compliance with this Section.

- (i) Limited Development Area B is limited to not more than ___ (X) acres in the aggregate and must be established (if at all) only within the Designation Area shown on the Easement Map.
- (ii) Limited Development Area C is limited to not more than ___ (X) acres in the aggregate and must be established (if at all) only within the Designation Area shown on the Easement Map. *[Revise as necessary if there is more than 1 Designation Area or to reflect actual number of permitted additional Limited Development Areas.]*

(b) Procedure for Establishment of Limited Development Area(s)

- (i) Owner or Owners must (i) furnish Holder for Review an amended Easement Map showing the location of *[Limited Development Area B or C]*, as the case may be, and legal descriptions of each Limited Development Area to be established; and (ii) mark the boundaries of each Limited Development Area on the ground with permanent markers. This information will become part of the Baseline Documentation incorporated into this Conservation Easement.
- (ii) The Limited Development Area(s) becomes established upon recordation in the Public Records of an Amendment, at Owner or Owners' sole expense, of this Conservation Easement that incorporates the amended Easement Map into this Conservation Easement, releases the remainder of the Designation Area not chosen for a Limited Development Area into the *[Resource Protection Area or Restricted Use Area,]* and updates the Baseline Documentation and, if applicable, allocates limitations on Improvements or intensity of uses within Limited Development Area(s) set forth in Article IV or Article V, as the case may be.

Article IV.

Improvements

4.01 Prohibition

Improvements within the Property are prohibited except as permitted below in this Article. Except as noted below, all permitted Improvements may be maintained, repaired, and replaced within their designated areas.

4.02 Permitted Within Resource Protection Area

The following Improvements are permitted within the Resource Protection Area: *[If there is no RPA on the Property, change this to state "No Resource Protection Areas have been identified on the Property." rather than deleting the section, to preserve the uniform numbering system. Then delete 4.03(a) and move 4.02 (a) Existing Improvements, 4.02 (b) Existing Agreements, and the contents of 4.02 (c) Additional Improvements to Sec. 4.03.]*

(a) Existing Improvements

Any Existing Improvement may be maintained, repaired and replaced in its existing location. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

(b) Existing Agreements

Improvements that Owners are required to allow under Existing Agreements are permitted.

(c) Additional Improvements

The following Additional Improvements are permitted: *[Add: "Subject to review" as necessary*

(i) Fences, walls and gates.

(ii) Regulatory Signs.

(iii) Habitat enhancement devices such as birdhouses and bat houses.

(iv) Trails covered (if at all) by wood chips, gravel, or other highly porous surface.

(v) Subject to Review, footbridges, stream crossing structures and stream access structures.

(vi) Subject to Review, Access Drives and Utility Improvements to service Improvements within the Property but only if there is no other reasonably feasible means to provide access and utility services to the Property. *[Delete if there are no Improvements]*

(vii) Subject to Review, Extraction Improvements and Improvements for Renewable Energy but only if located wholly beneath the surface at a depth at which there can be no impairment of water or other resources described in the Conservation Purposes. No Access Drives to service any such Improvements are permitted.

(viii) Subject to Review, *[list other Site Improvements or Additional Improvements that may be permitted in RPA; for example: Site Improvements associated with the provision of public access to _____.]* *For wetlands easements, add here or under 4.03(b) as appropriate: Subject to Review, Site Improvements associated with creation of a Wetlands Mitigation Bank.]*

4.03 Permitted Within Restricted Use Area

The following Improvements are permitted within the Restricted Use Area:

(a) Permitted under Preceding Sections

Any Improvement permitted under the preceding section of this Article is permitted.

(b) Additional Improvements

The following Additional Improvements are permitted:

(i) Agricultural Improvements.

(ii) Utility Improvements and Site Improvements reasonably required for activities and uses permitted within the Restricted Use Area described in Article V.

(iii) Subject to Review, Utility Improvements and Site Improvements servicing other areas of the Property, if not reasonably feasible to install entirely within the *[a]* Limited Development Area.

(iv) Subject to Review, Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Purposes.

(v) Subject to Review, *[list other Improvements that may be permitted within RUA for example: Site Improvements associated with the provision of public access to _____.]*

(c) Limitations on Additional Improvements

Additional Improvements permitted within the Restricted Use Area are further limited as follows:

(i) Fences remain limited as in the Resource Protection Area. *[Modify if no RPA is designated]*

(ii) Access Drives and lanes are limited to dirt driving surface, unless Holder, without any obligation to do so, approves after Review an impervious surface coverage.

(iii) In addition to Regulatory Signs, signs are limited to a maximum of eight (8) square feet per sign and a maximum of ____ (#) number of all signs within the Restricted Use Area.

(iv) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.

(v) Utility Improvements servicing Improvements not within the Property are not permitted unless Holder, without any obligation to do so, approves such Improvements after Review.

(vi) Subject to Review, Improvements in connection with recreational and open-space activities and uses are limited to Site Improvements.

4.04 Permitted Within Limited Development Area(s) *[Delete section if no Limited Development Areas are permitted on Property.]*

The following Improvements are permitted within Limited Development Area(s):

(a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted.

(b) Additional Improvements

The following Additional Improvements are permitted:

(i) A maximum of ___ (#) Dwelling Units located within an Existing Improvement or Additional Improvement.

(ii) Residential Improvements.

(iii) Utility Improvements and Site Improvements servicing activities, uses or Improvements permitted within the Property.

(iv) In addition to Regulatory Signs, signs are limited to a maximum of eight (8) square feet per sign and a maximum of ___ (#) number of all signs within the Limited Development Area(s).

(v) Subject to Review, *[list other Improvements that may be permitted within Limited Development Area(s)].*

Article V.

Activities; Uses; Disturbance of Resources

5.01 Prohibition

Activities and uses are limited to those permitted below in this Article and provided in any case that the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of the Conservation Purposes. All other activities and uses of the Property are prohibited, unless Holder, without any obligation to do so, approves additional activities and uses upon Review.

5.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Neither the Property nor the grant of this Conservation Easement may be used under Applicable Law to increase density or intensity of use or otherwise promote the development of other lands outside the Property.

(b) Transferable Development Rights

Owners may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under Applicable Law.

5.03 Permitted Within Resource Protection Area *[Note: if there is no RPA on the Property, state here that: No RPA was identified on the Property, then move sections (a)-(d) to 5.04.]*

The following activities and uses are permitted within the Resource Protection Area:

(a) Existing Agreements

Activities, uses and Construction that Owner or Owners are required to allow under Existing Agreements.

(b) Disturbance of Resources

(i) Cutting trees, Construction or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of trees and Native Species on or about the Property. Owner or Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.

(ii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.

(iii) Removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of Improvements and/or Site Improvements permitted within the Resource Protection Area under Article IV with restoration of disturbed areas as soon as reasonably feasible by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.

(iv) Vehicular use in the case of emergency and in connection with activities or uses permitted within the Resource Protection Area, on roads, tracks and trails located on the Property as of the Effective Date and shown on the Easement Map and described in the Baseline Documentation.

(v) **Except within Wet Areas, cutting trees for use on the Property.**

(vi) Subject to Review, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials.

(vii) **Subject to Review, extraction of natural gas or oil, and injection or release of water and other substances to facilitate such extraction, but only at subterranean levels at a depth at which there can be no impairment of water or other resources described in the Conservation Purposes. No surface activities or uses, including Construction activities, incident to such extraction are permitted.**

(viii) Subject to Review, Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under Article IV.

(ix) Other resource management activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of the Conservation Purposes and are conducted in accordance with a Resource Management Plan approved for that activity after Review.

[For wetlands easements, add “Enhancement” “Restoration” “Interagency Review Team” and “Wetlands Mitigation Bank” definitions to the Glossary as required by the project; and insert as appropriate either here or as a new Subsection under Section 5.04 (depending upon where the use is allowed): (x) Subject to Review by both Holder and the Interagency Review Team, the Enhancement and Restoration of Wet Areas; or: (xi) Subject to Review by both Holder and the Interagency Review Team, creation of a Wetlands Mitigation Bank, including planting of Native Species as an over-story or as otherwise required by the Interagency Review Team.]

(c) Release and Disposal

(i) Application of substances (other than manure) to promote health and growth of vegetation in accordance with manufacturer’s recommendations and Applicable Law

(ii) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Resource Protection Area.

(d) Other Activities

Activities that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of the Conservation Purposes such as the following: (i) walking, horseback riding, sled-dog running, cross-country skiing, bird watching, nature study, fishing and hunting; and (ii) educational or scientific activities consistent with and in furtherance of the Conservation Purposes.

Vehicular use is not permitted in connection with the activities permitted under this subsection if such use is so intensive as to create new roads, tracks or trails within the Resource Protection Area. All roads, tracks and trails existing as of the Easement Date are shown on the Easement Map and described in the Baseline Documentation.

5.04 Permitted Within Restricted Use Area

The following activities and uses are permitted within the Restrictive Use Area so long as no Invasive Species are introduced:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within the Standard Protection Area.

(b) Agricultural Uses

Sustainable Agricultural uses and activities that maintain continuous vegetative cover and, if conducted in accordance with a Soil Conservation Plan furnished to Holder, Sustainable Agricultural uses that do not maintain continuous vegetative cover. In either case, the limitations set forth below apply:

(i) Within Wet Areas, grazing is permitted only if Holder approves after Review.

(ii) Within Steep Slope Areas, the Soil Conservation Plan is subject to Review by Holder to determine that measures have been included to minimize adverse effects on natural resources such as a conservation tillage system, contour farming or cross slope farming.

(iii) Agricultural uses that involve removal of soil from the Property (such as sod farming and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a Resource Management Plan approved by Holder after Review that provides for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.

(iv) Woodland Areas may not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.

(c) Forestry Uses

Sustainable Forestry in accordance with a Forest Management Plan approved after Review.

(d) Other Disturbance of Resources

(i) Subject to Review, removal or impoundment of water for activities and uses permitted within the Property but not for sale or transfer outside the Property.

(ii) Removal of vegetation and other Construction activities reasonably required to accommodate Improvements permitted within the Restricted Use Area under Article IV.

(iii) Mowing, planting and maintenance of lawn, garden and landscaped areas.

(iv) Moving and/or brushing vegetation to maintain existing open field and edge habitat, as documented in Baseline Documentation Report.

(e) Release and Disposal

(i) Piling and composting of biodegradable materials originating from the Property in furtherance of Agricultural Uses within the Property permitted under this Article. Manure piles must be located so as not to create run-off into Wet Areas and so as not to attract wildlife.

(ii) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property if not reasonably feasible to confine such disposal to the Limited Development Area(s).

(f) Other Activities

(i) Recreational and open-space activities and uses that (1) do not require Improvements other than those permitted within the Restricted Use Area in Article IV; (2) do not materially and adversely affect scenic views and other values described in the Conservation Purposes; and (3) do not require motorized vehicular use other than for resource management purposes.

(ii) Subject to Review, any occupation, activity or use if wholly contained within an enclosed Improvement or Agricultural Improvement that Holder, without any obligation to do so, determines is consistent with maintenance or attainment of Conservation Purposes. The phrase “wholly contained” means that neither the primary activity or use or any accessory uses such as parking or signage, are visible or discernable outside the Improvement; however, subject to Review, exterior vehicular parking and signage accessory to such uses may be permitted by Holder.

5.05 Permitted Within Limited Development Area(s)

The following activities and uses are permitted within the Limited Development Area(s):

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within the Limited Development Area(s).

(b) Disturbance of Resources

Disturbance of resources within the Limited Development Area(s) is permitted for purposes reasonably related to activities or uses permitted within the Limited Development Area(s). Introduction of Invasive Species remains prohibited.

(c) Release and Disposal

(i) Disposal of sanitary sewage effluent from Improvements permitted within the Property.

(ii) Other piling of materials and non-containerized disposal of substances and materials but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Limited Development Area(s); and does not adversely affect the Conservation Purposes applicable to the Limited Development Area(s) including those pertaining to scenic views.

(d) Residential and Other Uses

(i) Residential use is permitted but limited to not more than ____ (#) number of Dwelling Unit(s). *[Rephrase if no restrictions to number of houses]*

(ii) Any occupation, activity or use is permitted if wholly contained within an enclosed Residential or Agricultural Improvement. The phrase “wholly contained” means that neither the primary activity or use or any accessory uses such as parking or signage, are visible or discernable outside the Improvement; however, subject to Review, exterior vehicular parking and signage accessory to such uses may be permitted by Holder.

**Article VI. Rights and Duties of Holder and
Third Parties with Rights of Enforcement**

6.01 Grant to Holder

(a) Grant in Perpetuity

By signing this Conservation Easement and unconditionally delivering it to Holder, the undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder a conservation easement over the Property in perpetuity for the purpose of administering and enforcing the restrictions and limitations set forth in this Conservation Easement in furtherance of the Conservation Purposes.

(b) Superior to all Liens

The undersigned Owner or Owners warrant to Holder that the Property is, as of the Easement Date, free and clear of all Liens or, if it is not, that Owner or Owners have recorded with the **State of Alaska** the legally binding subordination of any Liens affecting the Property as of the Easement Date

6.02 Rights and Duties of Holder

The grant to Holder under the preceding section gives Holder the right and duty to perform the following tasks:

(a) Enforcement

To enforce the terms of this Conservation Easement in accordance with the provisions of Article VII including, in addition to other remedies, the right to enter the Property at any time reasonably deemed necessary by the Holder to investigate a suspected, alleged or threatened violation.

(b) Inspection

To enter and inspect the Property for compliance with the requirements of this Conservation Easement upon reasonable notice, in a reasonable manner and at reasonable times.

(c) Review

To exercise rights of Review in accordance with the requirements of this Article as and when required under applicable provisions of this Conservation Easement.

(d) Interpretation

To interpret the terms of this Conservation Easement, apply the terms of this Conservation Easement to factual conditions on or about the Property, respond to requests for information from Persons having an interest in this Conservation Easement or the Property (such as requests for a certification of compliance), and apply the terms of this Conservation Easement to changes occurring or proposed within the Property.

(e) Protection

To identify, preserve and protect in perpetuity, the Conservation Values as set forth **in Section 1.03** of this Conservation Easement and as more fully described in the Baseline Documentation Report and, if necessary, to restore or cause the restoration of those values on the Property.

6.03 Other Rights of Holder

Holder, without any obligation to do so, has the right to exercise the following rights:

(a) Amendment

To enter into an Amendment with Owner or Owners if Holder determines that the Amendment is consistent with and in furtherance of the Conservation Purposes and Holder's mission; will result in either a positive or not less than neutral conservation outcome; will not result in any private benefit or private inurement prohibited under the Code; and otherwise conforms to Holder's policy with respect to Amendments as such policy is in effect from time to time. The grant of an Amendment in any instance does not imply that an Amendment will be granted in any other instance.

(b) Signs

To install one or more signs within the Property identifying the interest of Holder in this Conservation Easement. Any signs installed by Holder do not reduce the number or size of signs permitted to Owners under Article IV. Signs are to be of the customary size installed by Holder and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.

6.04 Review

The following provisions are incorporated into any provision of this Conservation Easement that is subject to Review:

(a) Notice to Holder

At least thirty (45) days before Owners begin or allow any Construction, Subdivision, activity or use that is subject to Review, Owners must notify Holder in writing, including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the Construction, Subdivision, activity or use and its potential impact on natural resources within the Property and on the Conservation Purposes.

(b) Notice to Owners

Within thirty (45) days after receipt of Owners' notice, Holder must notify Owners of Holder's determination to (i) accept Owners' proposal in whole or in part; (ii) reject Owners' proposal in whole or in part; (iii) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (iv) reject Owners' notice for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement by Owner or Owners of the proposed Improvement, activity, use, Subdivision or Construction constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Failure to Notify

If Holder fails to notify Owners as required in the preceding subsection, the owner is required to resubmit their notice.

(d) Standard of Review

(i) The phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.

(ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Purposes or that is otherwise inconsistent with maintenance or attainment of Conservation Purposes.

6.05 Reimbursement

Owners must reimburse Holder for the costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Conservation Easement other than conservation easement monitoring in the ordinary course. These costs and expenses include the allocated costs of employees of Holder.

6.06 Third Party Rights

[List any rights that a third party has in the conservation easement. Add language referencing Corps of Engineers – wetland mitigation here]

7.01 Holder's Breach of Duty**(a) Failure to Enforce**

If Holder fails to enforce this Conservation Easement, or ceases to qualify as a Qualified Organization, then the rights and duties of Holder under this Conservation Easement may be (i) exercised by a Qualified Organization designated as having third party rights in this Conservation Easement; and/or (ii) transferred to another Qualified Organization by a court of competent jurisdiction.

(b) Transferee

The transferee must be a Qualified Organization and must commit to hold this Conservation Easement exclusively for the identified Conservation Purposes.

7.02 Violation of Conservation Easement

If Holder determines that this Conservation Easement is being or has been violated or that a violation is threatened or imminent, then the provisions of this Section will apply:

(a) Notice

Holder must notify Owner or Owners in writing of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation.

(b) Opportunity to Cure

Owners' cure period expires thirty (30) days after the date of Holder's notice to Owners, subject to extension for the time reasonably necessary to cure, but only if all of the following conditions are satisfied:

- (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
- (ii) Owners and Holder agree, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation;
- (iii) Owners commence to cure within the initial thirty (30) day period; and
- (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) Imminent Harm

No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any natural resource or other feature of the Property described in the Conservation Purposes. In such case, Holder may choose the Remedies appropriate, in its discretion, to resolving the violation.

7.03 Remedies

Upon expiration of the cure period (if any) described in the preceding Section, Holder may do any one or more of the following:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Conservation Easement; to restrain present or future violations of this Conservation Easement; and/or to compel restoration of resources destroyed or altered as a result of the violation.

(b) Civil Action

Recover from Owners or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Conservation Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

(c) Third Party Violations

Owners are responsible for the acts and omissions of persons acting on their behalf, at their direction or with their permission, and Holder shall have the right to enforce this Conservation Easement against Owners for any use of or activities upon the Property which are a violation of this Conservation Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, Holder shall not have a right to enforce against Owners unless Owners are complicit in said acts or omissions, fail to cooperate with Holder in all respects to halt or abate the event or circumstance of non-compliance with these Conservation Easement

terms resulting from such acts or omissions, or fail to report such acts or omissions to Holder promptly upon learning of them. Put guidelines as what qualifies as “fails to report”. i.e. must report violation within 30 days after third party violation becomes known to owner.

Holder shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under this Section 7.03 against any third party responsible for any activity or use of the Property that is a violation of this Conservation Easement and Owners shall, at Holder’s option, assign their right of action against such third party to Holder, join Holder in any suit or action against such third party, or appoint Holder their attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

7.04 Modification or Termination

If all or part of the Property is taken by eminent domain (condemnation), or if subsequent, unexpected circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Holder shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with the provisions in Subsection (a) below. If this Conservation Easement is or is about to be modified or terminated by adjudication of a court of competent jurisdiction sought by a Person other than Holder for reasons other than as stated previously in this Section, the provisions in Subsections (b) and (c) below apply:

(a) Proceeds

Owners agree that the conveyance of this Conservation Easement to Holder gives rise to a property right, immediately vested in Holder, with a fair market value that is equal to the proportionate value that the conservation restrictions created by this Conservation Easement as of the Easement Date bears to the value of the Property as a whole at the Easement Date, based on the appraisal to be obtained on the Property in connection with this grant of Conservation Easement. *[For non-tax deductible easements, replace the previous sentence with the following negotiated agreement: Owners agree that the conveyance of this Conservation Easement to Holder gives rise to a property right, immediately vested in Holder, with a fair market value that is equal to _____ percent (#%) of the value of the Property as a whole.]* The value of this Conservation Easement shall remain constant. Holder agrees to use its share of such proceeds in a manner consistent with the Conservation Purposes of this Conservation Easement. *If GLT does not obtain an appraisal (which is recommended) then change the reference to “appraisal” in the first sentence to “Internal Revenue Service Form 8283”.*

(b) Compensatory Damages

Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred.

(c) Restitution

Holder is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Conservation Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Conservation Easement plus (ii) reimbursement of Litigation Expenses as if a violation had occurred.

7.05 Remedies Cumulative

The description of Holder’s remedies in this Article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise any one or more of the other rights or remedies available to Holder at the same time or at any other time.

7.06 No Waiver; Waiver of Defenses

If Holder does not exercise any or all of its Enforcement Rights upon the occurrence of an event constituting a violation of this Conservation Easement, that is not to be interpreted as an agreement to postpone or waive its rights to exercise its Enforcement Rights with respect to that occurrence or a future occurrence. Owner or

Owners hereby waive the defenses of waiver, laches, prescription and the running of any applicable statute of limitations with respect to any violation of this Conservation Easement.

7.07 No Fault of Owners

Holder will waive its right to reimbursement under this Article as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

7.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Property, only the Owners of the Lot in violation will be held responsible for the violation.

7.09 Multiple Owners; Single Lot

If more than one Owner owns the Lot that is in violation of this Conservation Easement, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership of the Lot.

7.10 Continuing Liability

If a Lot subject to this Conservation Easement is transferred while a violation remains uncured, the Owners who transferred the Lot remain liable for the violation jointly and severally with the Owners to whom the Lot was transferred. This provision does not apply if Holder has issued a certificate of compliance evidencing no violations within thirty (30) days prior to the transfer. It is the responsibility of the Owners owning the Lot prior to the transfer to request a certificate of compliance to verify whether violations exist as of the date of transfer.

Article VIII.

Miscellaneous

8.01 Notices

(a) Requirements

Each Person giving any notice pursuant to this Conservation Easement must give the notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners:

If to Holder: Executive Director
 The Great Land Trust, Inc.
 P.O. Box 101272
 Anchorage, Alaska 99510-1272

8.02 Governing Law

The laws of the State of Alaska govern this Conservation Easement.

8.03 Assignment and Transfer

Neither Owners nor Holder may assign or otherwise transfer any of their respective rights or duties under this Conservation Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this Section is void.

(a) By Holder

Holder may assign its rights and duties under this Conservation Easement, either in whole or in part, but only to a Qualified Organization that executes and records in the Public Records a written agreement

assuming the obligations of Holder under this Conservation Easement. The assigning Holder must deliver the Baseline Documentation to the assignee Holder as of the date of the assignment. Holder must assign its rights and duties under this Conservation Easement to another Qualified Organization if Holder becomes the Owner of the Property.

(b) By Owners

This Conservation Easement is a servitude running with the land binding upon the undersigned Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property, and such Owners are bound by its terms whether or not the Owners had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Conservation Easement.

8.04 Binding Agreement

Subject to the restrictions on assignment and transfer set forth in the preceding Section, this Conservation Easement binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

8.05 No Other Beneficiaries

This Conservation Easement does not confer any Enforcement Rights or other remedies upon any Person other than Owners, Holder and those identified to hold third party rights of enforcement (if any) specifically named in this Conservation Easement. Owners of Lots within or adjoining the Property are not beneficiaries of this Conservation Easement and, accordingly, have no right of approval or joinder in any Amendment other than an Amendment applicable to the Lot owned by such Owners. This provision does not preclude Owners or other Persons having an interest in this Conservation Easement from petitioning a court of competent jurisdiction to exercise remedies available under this Conservation Easement for breach of duty by Holder.

8.06 Representations and Warranties

(a) Hazardous Materials

To the best of Owners' knowledge, Owners represent and warrant that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (i) constitute a present or potential threat to human health, safety, welfare, or the environment; or (ii) otherwise are considered a Hazardous Material. Owners represent and warrant that there are no underground tanks located on the Property. Owners represent and warrant that Owners will comply with all environmental laws in using the Property and that Owners will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials.

(b) State of Title

Owners represent and warrant that Owners have good and marketable title to the Property (including all appurtenances), including, without limitation, all minerals and mineral rights (subject to federal or state mineral reservations of record).

(c) Compliance with Laws

Owners have not received notice of and have no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

(d) No Litigation

Owners represent and warrant that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(e) Authority to Execute Conservation Easement

The person or persons executing this Conservation Easement on behalf of Holder represent and warrant that the execution of this Conservation Easement has been duly authorized by the Holder. The person or persons executing this Easement on behalf of Owner or Owners represent and warrant that the execution of this Conservation Easement has been duly authorized by Owner or Owners.

8.07 Severability

If any provision of this Conservation Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Conservation Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Conservation Easement invalid, illegal or unenforceable in any respect.

8.08 Counterparts

This Conservation Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

8.09 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to (a) any breach or violation of this Conservation Easement or Applicable Law; and (b) damage to property or personal injury (including death) occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

8.10 Guides to Interpretation

(a) Captions

Except for the identification of defined terms in the Glossary, the descriptive headings of the articles, sections and subsections of this Conservation Easement are for convenience only and do not constitute a part of this Conservation Easement.

(b) Glossary

If any term defined in the Glossary is not used in this Conservation Easement, the defined term is to be disregarded as surplus material.

(c) Other Terms

- (i) The word “including” means “including but not limited to”.
- (ii) The word “must” is obligatory; the word “may” is permissive and does not imply any obligation.

(d) Conservation Easement Act

This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation Easement Act.

8.11 Entire Agreement

This is the entire agreement of Owners, Holder and parties holding third party rights of enforcement (if any) pertaining to the subject matter of this Conservation Easement. The terms of this Conservation Easement supersede in full all statements and writings between Owners, Holder and others pertaining to the transaction set forth in this Conservation Easement.

8.12 Incorporation by Reference

Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference. The Baseline Documentation (whether or not attached to this Conservation Easement) is incorporated into this Conservation Easement by this reference.

8.13 Costs; Legal Requirements; Liabilities

Owners will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that Holder will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owners, the public, or any third parties from risks relating to conditions on the Property. Owners agree to pay before delinquency any and all real property taxes and assessments levied on the Property. Owners will be solely responsible for any costs related to the maintenance of general liability insurance covering Owners' acts on the Property. Owners remain solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owners on the Property and permitted by this Conservation Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owners, the obligations of each and all of them under this Easement will be joint and several.

8.14 Change of Conditions

In granting this Conservation Easement, Owners have considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owners and the Holder that any such changes will not be deemed circumstances justifying the extinguishment of this Conservation Easement. In addition, the inability of Owners, or Owners' heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Conservation Easement, or the unprofitability of doing so, will not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

8.15 Acts beyond Owners' Control

Owners shall not be responsible for any injury to or change in the Property resulting from natural events beyond the control of the Owners. Such natural events include fire, flood, storm, earthquake, tornado, landslide or Acts of God, or from any prudent action taken by Owners under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Section shall not be construed to relieve the Owners of the obligation to clean-up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of this Conservation Easement by third parties, or to otherwise maintain the Property in a condition consistent with the purposes of this Conservation Easement.

8.16 Recording

Holder is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement, and Owners agree to execute any such instruments upon reasonable request.

8.17 Intent

It is the intent of this Conservation Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Alaska, the borough in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions will apply.

Article IX.

Glossary

[For wetlands easements, add the terms at the end of this Article as appropriate.]

9.01 Access Drive(s)

Roads or drives providing access to and from Improvements or Limited Development Area(s) and public rights-of-way.

9.02 Additional Improvements

All buildings, structures, facilities and other improvements within the Property other than Existing Improvements.

9.03 Agricultural Improvements

Improvements used or usable in furtherance of Agricultural uses such as barns, stables, silos, spring houses, green houses, hoop houses, manure storage pit, storage buildings, feeding and irrigation facilities.

9.04 Agricultural or Agriculture

Any one or more of the following and the leasing of land for any of these purposes:

(a) Farming

- (i) Production of vegetables, fruits, seeds, mushrooms, nuts and nursery crops (including trees) for sale.
- (ii) Production of poultry, livestock and their products for sale.
- (iii) Production of field crops, hay or pasture.

(iv) Production of sod to be removed and planted elsewhere.

(b) Equestrian

Boarding, stabling, raising, feeding, grazing, exercising, riding and training horses and instructing riders.

9.05 Amendment

An amendment, modification or supplement to this Conservation Easement signed by Owners and Holder and recorded in the Public Records.

9.06 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property or this Conservation Easement as amended through the applicable date of reference.

9.07 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state and/or county resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water and vegetative resources and to protect wildlife habitats. Examples of resource management agencies issuing pertinent BMP's as of the Easement Date are: the Natural Resource Conservation Service of the United States Department of Agriculture (with respect to soil resources); and the following sources of BMP's with respect to forest and woodland management: the Alaska Department of Natural Resources, Division of Forestry; the Forest Stewardship Council principles and criteria, Sustainable Forestry Initiative standards, and American Tree Farm standards.

9.08 Code

The Internal Revenue Code of 1986, as amended through the applicable date of reference.

9.09 Conservation Easement Act

The Alaska Uniform Conservation Easement Act, AS 34.17, as amended through the applicable date of reference.

9.10 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

9.11 Default Rate

An annual rate of interest equal at all times to two percent (2%) above the "prime rate" announced from time to time in *The Wall Street Journal*.

9.12 Designation Area

The area or areas shown on the Easement Map within which Owner or Owners may establish one or more Limited Development Areas in accordance with the provisions of this Conservation Easement.

9.13 Dwelling Unit

Use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

9.14 Existing Agreements

Easements and other servitudes affecting the Property prior to the Easement Date and running to the benefit of utility service providers and other Persons that constitute legally binding servitudes prior in right to this Conservation Easement.

9.15 Existing Improvements

Improvements located on, above or under the Property as of the Easement Date as identified in the Baseline Documentation.

9.16 Existing Lots

Lots existing under Applicable Law as of the Easement Date.

9.17 Extraction Improvements

Wells, casements, impoundments and other Improvements for the exploration, extraction, collection, containment, transport and removal (but not processing or refining) of oil or natural gas from substrata beneath the surface of the Property. The term "Extraction Improvements" includes any Access Drive required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Property. Extraction Improvements (whether or not providing sources of power for the Property) are not included in the defined term "Utility Improvements".

9.18 Forestry

Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Purposes.

9.19 Forestry Management Plan

Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Holder. Said plan shall have been prepared not more than five (5) years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date. Forestry for commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Conservation Purposes of this Conservation Easement.

The goals are:

- maintenance of soil productivity;
- protection of water quality, wetlands, and riparian zones;
- maintenance or improvement of the overall quality of forest products;
- conservation of scenic quality;
- protection of unique or fragile natural areas;
- conservation of native plant and animal species.

At least thirty (30) days prior to harvesting, Owner or Owners shall submit to Holder a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Holder, that such plan has been prepared in compliance with the terms of this Conservation Easement. Holder may require the Owners to submit the plan itself to Holder within ten (10) days of such request, but Owners acknowledge that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

The plan shall include a statement of landowner objectives, and shall specifically address:

- the accomplishment of those Purposes for which this Conservation Easement is granted;
- the goals listed above; and
- *[insert specific parameters that should be addressed during forest management, such as special water quality considerations, special plant and wildlife concerns, scenic and recreational considerations, etc. as appropriate to the particular parcel]*

Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Holder. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property, as established by the Alaska Department of Natural Resources, Division of Forestry, or similar BMP's, from time to time.

9.20 Hazardous Materials

For purposes of this Conservation Easement, Hazardous Materials shall be defined as: (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC s. 6901 et seq.) as amended; (b) any hazardous substance as defined by the Comprehensive Environmental Response,

Compensation and Liability Act of 1980 (CERCLA) (15 USC s. 9601 et seq.) as amended; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC s 2601 et seq.) as amended; (d) any substance regulated by the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 USC s. 136 et seq.) as amended; (e) any pollutant as defined by the Water Pollution Control Act (33 USC s. 1251 et seq.) as amended; (f) any air pollutant as defined by the Clean Air Act (42 USC s. 7401 et seq.) as amended; (g) friable asbestos or asbestos-containing material of any kind or character; (h) polychlorinated biphenyls; (i) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; (j) any other substance, pollutant or contaminant subject to any form of environmental law or regulation by any Federal, State or local governmental authority.

9.21 Improvement

Any Existing Improvement or Additional Improvement.

9.22 Indemnified Parties

Holder, each holder of a third party right of enforcement (if any) and their respective members, directors, officers, employees, volunteers, contractors and agents and the heirs, personal representatives, successors and assigns of each of them.

9.23 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, refer to publications issued by agencies such as the Alaska Department of Fish & Game; U.S. Department of Agriculture, National Invasive Species Information Center; Alaska Department of Natural Resources, Division of Agriculture; and the U.S. Department of Agriculture, Forest Service Alaska Region.

9.24 Lien

Any mortgage, lien or other encumbrance securing the payment of money.

9.25 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Conservation Easement including in each case, attorneys' fees, other professionals' fees and disbursements.

9.26 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

9.27 Lot

A unit, lot or parcel of real property separated or transferable for separate ownership or lease under Applicable Law.

9.28 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

9.29 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, publications of agencies or organizations such as the Alaska Native Plant Society and the Alaska Natural Heritage Program of the University of Alaska (Anchorage) are to be used to establish whether or not a species is native.

9.30 Owners

The undersigned Owner or Owners and all Persons after them who hold an interest in the Property.

9.31 Person

An individual, organization, trust or other entity.

9.32 Public Records

The public records of the office for the recording of deeds in and for the county in which the Property is located.

9.33 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a Qualified Organization under the Regulations; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

9.34 Regulations

The provisions of C.F.R. §1.170A-14 as amended through the applicable date of reference.

9.35 Regulatory Signs

Signs (not exceeding one square foot each) to control access to the Property, to state limitations on the use of the Property, or for informational, directional or interpretive purposes.

9.36 Renewable Energy

Energy that can be used without depleting its source such as solar, wind, geothermal and movement of water (hydroelectric and tidal).

9.37 Residential Improvements

Dwellings and Improvements accessory to residential uses such as garages, swimming pools, pool houses, tennis courts, sheds, gazebos, wood storage buildings, non-commercial kennels and children's play facilities.

9.38 Resource Management Plan

A record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources described in the Conservation Purposes during certain operations potentially affecting natural resources protected under this Conservation Easement. The Resource Management Plan (sometimes referred to as the "RMP") includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate) and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

9.39 Review

Review and approval of Holder under the procedure described in Article VI.

9.40 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any); or, if the preceding requirement is inapplicable, unavailable or insufficient under the circumstances, (a) sufficient information for Holder to determine whether the subject of the Review is consistent with the Conservation Purposes and the terms of this Conservation Easement or (b) the information required by guidelines for Review of submissions established by Holder as of the applicable date of reference.

9.41 Site Improvements

Unenclosed Improvements such as driveways, walkways, trails, boardwalks, sled dog lots, storm water management facilities, bridges, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments.

9.42 Soil Conservation Plan

A plan for soil conservation and/or sedimentation and erosion control that meets the requirements of Applicable Law.

9.43 Steep Slope Areas

Areas greater than one acre having a slope greater than 15%.

9.44 Subdivision

Any transfer of an Existing Lot into separate ownership; any change in the boundary of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership.

9.45 Sustainable

Land management practices that provide goods and services from an ecosystem without degradation of biodiversity and resource values at the site and without a decline in the yield of goods and services over time.

9.46 Utility Improvements

Improvements for the reception, storage or transmission of water, sewage, electricity, gas and telecommunications or other sources of power.

9.47 Wet Areas

Watercourses, springs, wetlands and non-impounded standing water and areas within 100-feet of their edge.

9.48 Woodland Areas

Area(s) within the Property described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Map, or if not wooded or forested as of the Easement Date, are designated as successional woodland areas on the Easement Map.

[Add the following, as appropriate to the project, for wetlands easements:

Enhancement

Activities conducted within existing wetlands that heighten, intensify, or improve one or more wetland functions. Enhancement is often undertaken for a specific purpose such as to improve water quality, flood water retention or wildlife habitat. Enhancement results in a gain in wetland function, but does not result in a net gain in wetland acres.

Restoration

Re-establishment or rehabilitation of a wetland or other aquatic resource with the goal of returning natural or historic functions and characteristics to a former or degraded wetland. Restoration may result in a gain in wetland function or wetland acres, or both.

Wetlands Mitigation Bank

As outlined in the Federal Register: Federal Register / Vol. 73, No. 70 / Thursday, April 10, 2008 / Rules and Regulations DEPARTMENT OF DEFENSE, Department of the Army, Corps of Engineers 33 CFR Parts 325 and 332, ENVIRONMENTAL PROTECTION AGENCY, 40 CFR Part 230, [EPA-HQ-OW-2006-0020; FRL-8545-4] RIN 0710-AA55, Compensatory Mitigation for Losses of Aquatic Resources.

Interagency Review Team

The interagency team that provides regulatory review, approval, and oversight of the Wetlands Mitigation Bank, and may include, from time to time, the Army Corps of Engineers, Environmental Protection Agency.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

Owner’s Name:

Owner’s Name:

STATE OF ALASKA)
) ss
_____ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

Notary Public in and for Alaska

My Commission Expires: _____

The Great Land Trust, Inc.

Date: _____

By: _____

Title: _____

STATE OF ALASKA)
) ss
_____ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by
_____, its _____ of The Great Land Trust, Inc.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT B
EASEMENT MAP

EXHIBIT C
BASELINE DOCUMENTATION CERTIFICATION

EXHIBIT D
SUBORDINATION AGREEMENT