



ASSESSMENT OF NEED  
ADDENDUM:

*Pennsylvania Forest  
Legacy Program  
Guidebook*



## PREFACE

Conservation of Pennsylvania's forestland is among the many responsibilities of the Department of Conservation and Natural Resources. To best achieve this, the Bureau of Forestry actively develops and sustains partnerships with landowners, communities, non-profits, and other organizations. The Bureau of Forestry fosters, facilitates, and nurtures the majority of these partnerships through technical assistance and cost-share funding from the Forest Stewardship Program.

The Forest Legacy Program (FLP), established by Congress as part of the 1990 Farm Bill, aids in the identification and protection of environmentally important forestlands threatened by conversion to non-forest uses. As part of the Forest Stewardship Program, the FLP provides grants to participating states for assistance with acquisition of land and land interests (easements) to conserve vulnerable forests in perpetuity. To be accepted into the program, land or land interests must be located within a designated Forest Legacy Area (FLA) and must meet specific eligibility criteria. The Bureau of Forestry, in cooperation with the State Forest Stewardship Committee (SFSC), is responsible for implementing this program in Pennsylvania.

The purpose of this manual is to provide the background, guidelines, forms, and materials necessary for landowners and sponsoring groups to apply for enrollment in the FLP. In our efforts to streamline the process and paperwork, we may have omitted something that you feel is important and relevant. If this is the case, please let us know. Forward suggestions and comments to the following address:

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## Section I INTRODUCTION

The FLP was enacted in recognition of the fact that the majority of the nation's productive forestlands are in private ownership. These landowners are facing increasing pressure to convert their forestlands to other uses. Growing population density and user demands are placing increasing pressures on private lands to provide a wide variety of products and services, including fish and wildlife habitat, aesthetic qualities, timber, and recreational opportunities. Inherent in the establishment of the FLP was the understanding that good stewardship of privately held forestlands requires a long-term commitment that can be fostered through a partnership with federal, state and local governments.

The FLP evolved from the Cooperative Forestry Assistance Act (CFAA) of 1978, which provided authority for the U.S. Secretary of Agriculture (Secretary) to provide financial, technical, educational, and related assistance to states, communities and private forest landowners. Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (P.L. 101-624:104 stat.3359), also referred to as the 1990 Farm Bill, amended the CFAA allowing the Secretary to establish the FLP to protect environmentally important forest areas threatened by conversion to non-forest uses. This authority continues indefinitely. In the 1996 Farm Bill (Federal Agricultural Improvement and Reform Act of 1996; Public Law 104-127; Title III – Conservation; Subtitle G – Forestry; § 374, Optional State Grants for Forest Legacy Program), the Secretary is authorized, at the request of a participating state, to give funding in the form of a grant to that state to carry out the state's FLP, including the acquisition of lands and interests in lands.

The Department of Conservation and Natural Resources' Bureau of Forestry (Bureau) was designated by the Governor in August 2000 as the State lead agency to administer the FLP in Pennsylvania. Throughout the development of this program, the Bureau consulted extensively with the State Forest Stewardship Committee (SFSC). The SFSC is comprised of representatives of forest landowners, researchers, educators, forest products industries, extension, and governmental agencies. The Assessment of Need was prepared to demonstrate the necessity of enacting the FLP in the Commonwealth. In the Assessment of Need, the Bureau, in consultation with the SFSC, analyzed the natural resources of the State to establish Eligibility Criteria, identify potential Forest Legacy Areas (FLA), and develop goals and objectives for the FLP in Pennsylvania.

Technical assistance relating to the FLP is available through the Cooperative Forestry Assistance Program Service located at the Forest District Offices throughout the state. Names, addresses, telephone, and FAX numbers of the District Offices are identified in Appendix I. Program and application information and materials can also be obtained from the Pennsylvania Bureau of Forestry's Web Site: [www.dcnr.state.pa.us/forestry/](http://www.dcnr.state.pa.us/forestry/).

## Section II PENNSYLVANIA'S FOREST LEGACY PROGRAM

### PURPOSE

The overall purpose of the FLP in Pennsylvania is to help protect and conserve working forests while maintaining private ownership of the land. The FLP will work to develop and sustain partnerships with landowners, communities, non-profits, and other organizations to conserve forestland.

### PENNSYLVANIA'S FOREST LEGACY GOALS

Seven goals were established as part of the Forest Legacy Program. These goals were established as a result of extensive discussion by the SFSC; they take the wide variety of interests involved into consideration. The goals will be achieved through voluntary easements protecting forestland from development and through planning and promoting forest stewardship. The seven goals are stated below:

1. To maintain traditional forest uses, emphasizing commercial timber harvesting following Best Management Practice (BMPs), and secondary recreational activities.
2. To maintain productivity of forests for future generations.
3. To reduce the trend towards forest parcelization.
4. To conserve significant tracts of contiguous forest.
5. To conserve water resources and riparian zones.
6. To conserve important habitats for plants, fish, and wildlife.
7. To restore degraded forested ecosystems.



## ELIGIBILITY CRITERIA FOR FOREST LEGACY AREAS

Forest Legacy Areas (FLA) are large forested areas such as counties or groups of counties meeting the three criteria dealing with threats, environmental importance, and opportunities for traditional forest uses. Areas meeting these eligibility criteria must be defined by county boundaries or be within definable boundaries of watersheds, physiographic provinces, or landscape areas of at least 100 square miles.

For FLA eligibility, the forestland must:

1. Contain lands threatened by significant evidence of parcelization or likelihood of fragmentation such as lands near existing/planned commercial/high-density residential development or where such conditions are likely to result in:



Conversion to non-forest use — Changing from forestland to another use that does not allow the forest ecosystem to function naturally.

Loss of traditional use — Traditional uses including timber harvesting, recreation, and supplying of clean water can no longer be performed.

Loss of environmental integrity — Fragmentation occurs as Pennsylvania's lands are converted to non-forest uses, as roads, utility lines and housing developments divide forested areas leading to loss of environmental integrity.

2. Be environmentally important, exhibiting one of the following values:

Scenic Resources — Lands bordering scenic roads and trails, and lands visible from public places. Scenic resources also include riverfronts, lakes, streams, ponds, open fields, and town centers. Landscapes with outstanding features such as lakes, rivers, rock outcrops, and significant topographic or geologic features are also considered scenic resources.



Public Recreation Opportunities — Lands with established and potential recreation opportunities. Examples include areas where recreational opportunities are proposed, such as hiking trails and areas that contain a significant portion of public open space or access points to public areas.



Riparian Areas — Areas that provide groundwater recharge and water quality protection benefiting human water supplies and aquatic organism populations. Riparian areas extend into the groundwater, up above the canopy, across the floodplain, up the near-slopes that drain to the water, into the terrestrial ecosystem, and along the water at a variable width. Examples of valuable riparian areas are reservoirs protecting public water supplies and forested headwaters for rivers and streams.

Fish or Wildlife Habitat — Lands that 1) provide habitat for wildlife dependent on large interior forest and habitat for fisheries and aquatic organisms; and 2) provide connectivity between distinct forest areas.

Known Threatened or Endangered Species — Federal or state-listed Threatened and Endangered species identified as occupying the forested area. This includes both flora and fauna species. Lists of Threatened and Endangered Species are located in Appendix IV.



Known Cultural Resources — Historic or archeological sites found in the area.

Other Ecological Values — Land with the existence of unique forest ecosystems. Ecological importance can include old-growth forests, uncommon or diminishing forest cover types, and fragile soils or forestland habitat necessary for the recovery or reintroduction of an extirpated or threatened species.

### 3. Provide for continued traditional uses:

Forest Management — The practical application of biological, physical, quantitative, managerial, economic, social, and policy principals to the regeneration, management, utilization, and conservation of forests to meet specified goals and objectives while maintaining the productivity of the forest. Forest management emphasizes the conservation of forests for commercial timber production while supporting aesthetics, fish, recreation, urban values, water, wilderness, wildlife, and other forest resources.

Timber Harvesting — The felling, skidding, on-site processing, and loading of trees or logs onto trucks.



Other Commodity Use — Includes the use of forestland for herbs, maple syrup, food products (i.e. huckleberries), honey and mushrooms.

## ELIGIBILITY CRITERIA FOR LAND PARCELS

Forestland eligible for inclusion in Pennsylvania’s program must meet three criteria. Lands that meet these eligibility criteria are eligible for the FLP. Forestland must be threatened, environmentally important, and must offer opportunities for traditional forest uses. Each criterion is described below.

- **Threatened:** A threatened forest is an area of forestland that exhibits potential for loss of traditional use (land use change) or loss of environmental value due to fragmentation and parcelization. Examples of threats include areas already zoned for commercial or residential development or where actual subdivision and building plans are proposed. Threatened forests may exhibit extensive land transfers, be proximal to newly developed/proposed transportation corridors or in areas where second home and resort development are actively proposed.



- **Environmentally Important:** An environmentally important forest is a forest site that has at least one of the following attributes: scenic resources, public recreation opportunities, riparian areas, fish and wildlife habitat, known threatened or endangered species, known cultural resources, or other ecological values.

- **Opportunities for Traditional Forest Uses:** Traditional forest uses sustain communities economically by providing raw materials for the timber or paper industry and by supplying fuelwood and special forest products (i.e., medical herbs, maple sugar). These traditional uses may include activities such as forest recreation.

Ineligibility: Forestland that is currently protected through a conservation easement. Easements acquired prior to the establishment of a FLA are ineligible.

## PENNSYLVANIA’S FOREST LEGACY PROCESS

Pennsylvania’s FLP provides the opportunity for interested sponsors to propose FLAs for designation by the Department of Conservation and Natural Resources (DCNR). Proposed areas meeting the eligibility requirements are approved then designated FLAs and voluntary easements are acquired from landowners in the designated FLA using funding available for the program. Each non-industrial private forest landowner is required to have an approved forest stewardship plan developed by an approved plan-writer to protect the lands as working forests.



Pennsylvania's program is unique for several reasons including a locally driven designation process where local sponsors are pre-approved by DCNR. Approved sponsors can petition DCNR for FLA designation provided that local support exists and that the forestland meets the Eligibility Criteria.

The state is responsible for the administration of the FLP. It coordinates the approval process of sponsor organizations, FLA applications, and land parcel applications with the SFSC. Depending upon the agreement reached, either the state (DCNR-Bureau of Forestry) or the county government may hold conservation easements acquired through the program. Easements will be monitored by the Bureau of Forestry. Enforcement of the easements will be the responsibility of the agency holding the easement.

**Pennsylvania's program consists of the three basic steps described below:**

**1. Request for Forest Legacy Sponsorship** — Eligible organizations must be willing to meet certain minimum program requirements and be approved by the State Forester. Form I, the Forest Legacy Area Sponsor Application, must be completed.

**2. Petitioning for Forest Legacy Area Designation** — Approved sponsors assemble the required information, obtain public input, and propose an area for designation as a FLA. Form II, the Forest Legacy Area Application, must be completed.

**3. Obtain Voluntary Easements to Protect Working Forests** — For forestlands within the approved FLAs; easements will be purchased from willing sellers. Actual easement details may vary with landowner and FLP goals. Easements can:

1. Extinguish development rights.
2. Assure that forest management, using BMPs, is addressed through a Forest Stewardship Plan prepared by an approved planwriter.
3. Assure access to adjoining public properties.
4. Acquire mineral rights, or provide assurance that the opportunity to conduct surface mining is negligible.
5. Require management of forested riparian areas to enhance water quality
6. Control parcel subdivision
7. Provide for the protection of environmentally important resources

Easements are permanent and held in perpetuity by state or county governments. Forest Landowner Legacy Application must be completed.

## *Section III* **FOREST LEGACY SPONSORSHIP**

### **SPONSOR REQUIREMENTS**

All organizations must meet specific requirements prior to receiving approval by the Bureau to be official FLA sponsors. Entities seeking to become sponsors are required to meet one of the following designations: County Commissioners or their assigns, pre-qualified land trust, or appropriate/authorized organization. Appropriate/authorized organizations are entities involved in research, restoration, rehabilitation, planning, acquisition, development, education, or other activities that further protection, enhancement, conservation, or enjoyment of this Commonwealth's forest resources.

Upon sponsorship approval by the Bureau, organizations must be willing to enter an agreement with the Bureau to carry out the following responsibilities:

- Provide information and assistance outreach to landowners and other interested parties.
- Help potential FLP landowners through the easement application process.
- Package matching funds to make up the 25% non-Federal share required for easement purchases.
- Conduct public participation and prepare necessary information required for approval of FLA designation.

### **REQUEST FOR SPONSORSHIP APPROVAL**

Interested sponsors must fill out the Forest Legacy Area Sponsor Application (Form I, Appendix III). This form will provide the Bureau with information about the organization including a list of board members and their affiliations, staff list, charter, organizational chart, organization mission statement, geographic service area, IRS 501 (c) 3 status letter, contact information, and proof of involvement with conservation easements or similar procedures for at least three years. This form will be used to determine whether organizations are eligible to serve as sponsors and are able to adequately carry out the responsibilities necessary to implement the program.

### **NOTIFICATION AND APPROVAL REQUIREMENTS**

Organizations seeking status as a sponsor must send a letter of intent to counties within the potential FLA. The prospective sponsor must then send the completed Form I to the Bureau with the appropriate attachments, including a copy of the letter of intent. The Bureau will review the submission. When a sponsor is deemed eligible (fitting all the necessary requirements), the Bureau will send a letter to each county within the proposed FLA indicating that the prospective sponsor has met the eligibility requirements for sponsorship. Each county will have 60 days in which to respond to the Bureau's letter. Counties must take action indicating that they do not approve of the sponsor. The county must state any concerns or issues with the sponsorship request in writ-

ing. County inaction is considered approval of an organization's petition to become a sponsor. Should a county decide not to approve a sponsor, that sponsor will be declared ineligible by the Bureau. If desired, the county may suggest another approved organization for sponsorship application. Upon the written endorsement of the Bureau, approved sponsors can begin to research the necessary information for requirements on Form II to designate an FLA. Work on Form II is discouraged without prior approval of the sponsorship request. Note that approval of a sponsor is solely approval of an organization as a sponsor – this does not indicate automatic approval of an FLA.

Once the sponsor has been approved, it may propose an FLA(s). The Bureau will then send a letter to all counties within the proposed FLA indicating the proposal of the FLA and the approval of the sponsor. If the county does not respond to the Bureau within 60 days, the FLA will be inducted into the program pending approval by the USDA Forest Service. Counties and townships are not required to participate in the FLP. They will be given the opportunity to opt out of the program at any time by sending a written notice to the Bureau.

### **TECHNICAL ASSISTANCE**



The Bureau will provide any necessary technical assistance to landowners, counties, townships, and sponsors involved in the FLP. Assistance will be offered throughout all phases of the program from application to implementation.

## **Section IV FOREST LEGACY AREA DESIGNATION**

Only organizations that have been approved as sponsors can nominate a forested area for designation. In proposing a FLA a sponsor must prepare Form II, the Forest Legacy Area Application (Appendix III). FLAs must meet the eligibility criteria described on pages 2 and 3. *Note: According to the Federal FLP guidelines, private lands within the boundaries of Allegheny National Forest are eligible for consideration as Forest Legacy Projects.*

### **APPLICATION FOR DESIGNATION**

The Forest Legacy Sponsor must complete the Forest Legacy Area Application (Form II, Appendix III). FLA nominations must follow a specific format:

A proposed FLA must first meet the criteria as described previously in the guidelines. Information should be provided about natural resource characteristics. Proposed FLA data shall include county name, size in acres, population, number of wood-users, number of sawmills, Market Value ranges for forested acreage, number of forested tracts over 50 acres, average tenure of land ownership, number of forest stewards and tree farmers, and forest product volume.

If the information is readily available, the Sponsor must provide an assessment of the amount of forestland in the proposed FLA that is conserved by existing programs and agreements.

Information about the area's social characteristics should be included. The application shall include information concerning the public involvement process and letters of support from counties and townships located within the FLA as well as support from forest product companies and other organizations. A letter of intention to the county commissioners shall also be included.

### **PUBLIC NOTIFICATION AND INVOLVEMENT**

Upon approval of the request for sponsorship, FLA Sponsors must notify all involved counties and townships of the intent to prepare an application for FLA designation. This letter of intent outlines the major tasks and a schedule for the program. Copies of this letter must also be sent to all applicable conservation districts, watershed organizations, hardwood utilization groups, and other interested stakeholders.

After sponsorship is approved sponsors shall publish a news release describing the proposed FLA in newspapers of general circulation in the affected area. The Bureau will provide a news release to Pennsylvania media describing the FLP and the development of the Assessment of Need (AON). Sponsors are also encouraged to prepare a website to inform the public, and to cooperate with various state land trusts, conserv-

ancies, local hardwood utilization groups, and the Hardwood Lumber Manufacturers Association (HLMA). The sponsor is also encouraged to offer presentations to interested loggers, sawmill owners, and companies in the forest products industry.

Upon completion of the draft application, the FLA sponsor must host at least one public meeting per county to receive comments on proposed designation of the FLA.

## **FOREST LEGACY AREA REVIEW AND APPROVAL**

After completion of the public meetings, the sponsor will submit the FLA Application to the State Forester. After being received by the State Forester, the application will be sent to the State Forest Stewardship Committee for review and recommendation. The application will be returned to the State Forester for preliminary approval for submission to the USDA Forest Service. State approved FLA applications will be sent to the USDA Forest Service for approval and activation. Legacy Area Sponsors then receive notification of selection.

The process from application to approval can occur in as little as six-months. Note that the FLP is a voluntary program sponsored by the DCNR and offered to the counties of Pennsylvania. A county may withdraw from the program at any time in the future upon the Bureau's receipt of a written notice. Individual townships may opt out of the program at any time by sending a written notice to the county commissioners and the Bureau.

A list outlining the Legacy Sponsorship Process is located in Appendix VII.

## Section V FOREST STEWARDSHIP PLANS

After approval of the FLA, sponsors can begin working with interested landowners. Each landowner must have an approved Forest Stewardship Plan developed by an approved planwriter before the easement can be filed at the Recorder of Deeds Office.

Good stewardship is the key to the success of the FLP goals. When a landowner decides to sell the development rights to a tract of forestland, good forest stewardship becomes paramount. Applying BMPs to the management scheme of the property can help landowners realize a good return on their investment, which, in turn, benefits the community while improving the health and productivity of the forest.

All Forest Legacy properties require a Forest Management Plan prior to acquisition of the easement. Non-industrial landowners must either have an existing Forest Stewardship Plan or revise a Forest Management Plan to meet the requirements of a Forest Stewardship Plan. All eligible landowners will then be part of the Stewardship Program. Forest Stewardship Plans help define the landowner's management objectives relative to his/her forest. Developing Management Goals For Your Property (Appendix VIII) is a useful tool to help the landowner create objectives. A sample Forest Stewardship Plan is located in Appendix IX. The Bureau and the stewardship planwriter will provide technical assistance to the landowner to aid the implementation process.

FLA Sponsor employees are prohibited from preparing forest stewardship plans for proposed Forest Legacy properties within the boundaries of their FLA.

Forest Stewardship Plans are written documents that detail the objectives of the landowner and the methods by which the landowner can achieve his/her objectives. These objectives, laid out in a ten-year action plan, guide the landowner in managing the forest. Objectives shall emphasize timber production, and may include other objectives such as planting quality species or managing for species better adapted to the site. Other management objectives might include eradication of undesirable trees or creating deer exclosures to promote oak regeneration.

The Bureau, as the lead agency for the Pennsylvania FLP, requires that landowners select an approved planwriter to develop their Forest Stewardship Plans. The Service Forester will supply the landowner with a list of approved planwriters. A listing of the Bureau's District Office contacts are located in Appendix I. A flowchart diagramming the Landowner Process from announcement to the implementation of the easement can be found in Appendix VII.

### **Industrial Forestlands**

Industrial forestland which has been held for commercial management and production will be required to have a forest management plan that maintains a preponderance of the Forest Legacy property in commercial timber production in perpetuity. Industrial landowners must have a forest management plan approved by the state forester.

## **Stewardship Planning Process**

Landowners first develop and identify their goals and management objectives relative to their property with the assistance of a Service Forester. The landowner should then contact an approved planwriter for the establishment of a Stewardship Plan. The Service Forester or planwriter will provide technical assistance to the landowner to aid in the process. Cost-share funding is available for the development of Forest Stewardship Plans by contacting the Service Forester.

### **COST-SHARE ASSISTANCE**

The Bureau maintains a list of trained planwriters who have agreed to write Stewardship Plans. The cost of creating this plan is shared between the landowner, the Bureau and the planwriter. In some cases the Bureau uses USDA Forest Service funds to offset the plan writing costs. A current schedule of cost-share assistance is available from the District Foresters. The use of federal funds cannot be used to make up the 25% local cost-share.

The landowner's costs associated with creating the Forest Stewardship Plan are eligible to be applied to the 25% cost-share necessary to fulfill the sponsor's agreement with the USDA Forest Service.

## **Section VI CONSERVATION EASEMENTS**

The Forest Stewardship Planning Process and the Conservation Easement Process can be completed in conjunction with one another but both must be submitted together and approved before the closing of the transaction.

A conservation easement is an interest in land that a willing property owner grants voluntarily to ensure the conservation of specific natural resources located on his/her land. The conservation easement is either donated to or purchased by the organization holding the easements. In this agreement, some land uses are prohibited or restricted through conveyance of certain land rights. The landowner retains the title and all remaining land rights not specifically conveyed or prohibited in the easement. A sample conservation easement is located in Appendix XI.

Entry into the FLP is voluntary and no conservation easement may be placed on any property unless a landowner submits a voluntary application. Tracts must be at least ten acres and 80% forested. The landowner application is available in Appendix XII. The original landowner and all subsequent owners are bound by the easement. The easement is recorded at the county records office so all future owners and lenders will learn about the easement restrictions when they obtain title records on the property.

Payment for a conservation easement is negotiated with the landowner but can be no more than market value as determined by an appraisal meeting Federal appraisal standards. The value of the conservation easement may vary depending on the retained rights of the landowner.

### **CONSERVATION EASEMENT PROCESS**

After the FLA is designated, the sponsor can begin to notify interested landowners within the FLA. The sponsor may have an annual deadline to submit forms to DCNR, but sponsor flexibility will allow landowners to submit applications at any time during the year. Funding from the USDA Forest Service will be granted on an annual basis and DCNR will be responsible for the direct distribution of the funds to the landowner.

The sponsor will be required to review, rate, and rank all landowner applications before they are sent to the State Forester for review. The sponsor will be required to assess each landowner on the following criteria: development threats, timber management and production, water quality, habitat, and scenic/cultural/recreational opportunities. The sponsor will also assure that the project is located within the designated FLA. The State Forester will forward the project information to the SFSC, which will then rank the projects throughout the state. The SFSC will submit its recommended ranked list to the State Forester.

The Bureau will review and finalize the project rankings and will notify each landowner of his/her ranking. This ranked list will then be submitted to the US Forest Service for possible funding. When the Bureau receives notification of funded projects, landowners

and sponsors will be notified of their acceptance status. The Bureau will conduct annual visits each subsequent year in order to assist landowners and to ensure compliance with the easement. Landowners must notify the Bureau and their FLA Sponsor when harvests, land transfers, and new Forest Stewardship plans occur.

Acquisition and Donation Checklists are available in Appendices XIII and XIV respectively to assure the sponsor and landowner have completed all the necessary steps in the conservation easement process.

## Criteria for Determination of Priority of Acquisitions in the Forest Legacy Areas

A scoring system will be used to rank the acquisition of tracts as they are proposed for the FLP. Individual tracts will be scored on the following five criteria.

Priority:	Issues for Evaluation Include:	Maximum Score:
Development Threats	<p><b>Whether the tract is under threat of development, has local government support, is in an area with new or planned sewer or water extensions; level of population growth; proximity to non-traditional forest use land; amount of public road frontage; or will enable existing forested areas to be re-connected by forested wildlife corridors.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Property has waterfront or borders waterfront. Waterfront = waters navigable by recreational watercraft, such as a canoe. (yes=5; no=0)</li> <li>• Level of population growth in the county (200% or greater of state avg.=4; 150-199% of state avg.=3; 100-149% of state avg.=2; less than state avg.=1)</li> <li>• Proximity to non-traditional forest use land (adjacent=5, &lt;1/2 mile=4, 1/2-1 mile=1)</li> <li>• Proximity to public water and sewer lines (on-site=9; adjacent=8; &lt;1/2 mile=6; 1/2-1 mile=2)</li> <li>• Amount of Public Road Frontage (&gt;1 mile=3 , 1/2-1 mile=2, 1/4-1/2 mile=1; ADD 2 points to score if road is paved)</li> <li>• Avg. tenure of forest land ownership in county (&lt;10 yrs=9; 10-15=6; 15-20=4; &gt;20=0)</li> <li>• LOCAL MEASURE OF DEVELOPMENT PRESSURE GOES IN HERE AS SOON AS SOURCE AND CALCULATION ARE DETERMINED (9 points)</li> <li>• Written support of local government (Y=4; N=0)</li> </ul>	50
Forest Re-sources	<p><b>The parcel's ownership type, size, history of traditional forest use, timber management, current and future value of timber resources, proximity to forest products industry, and written support from local forest products industry.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Ownership Type (Private Non-industrial landowner=5; other=2)</li> <li>• Size (&lt;50=1; 51-100=3; 101-1000=5; 1001&gt;=3)</li> <li>• Site Productivity (from soil survey) - take only sites 1 &amp; 2 soils on the property into consideration for this criterion. (Percentage of soils 1 &amp; 2 on property: 0-20%=1, 21-40%=2, 41-60%=3, 61-80%=4, 81-100%=5)</li> <li>• From current year's Clean &amp; Green Forest Reserve Use Values: Top 13 counties=5; 14-26 ranked counties=4; 27-39 ranked counties=3; 40-52 ranked counties=2; Bottom 14 counties=1</li> <li>• Proximity to forest products industry (1 point per sawmill within a 50-mile radius, with a maximum of 5 points. These sawmills must cut at least a half-million board feet per year)</li> <li>• Written support of local forest industry (0-5, 1 point per company, minus 1 pt for written local company opposition)</li> </ul>	30

<p><b>Water Quality</b> Max = 5</p> <p>If any of the following criteria are met, the project receives a score of 5</p>	<p><b>The length of riparian area to be conserved, length of riparian area that can be re-vegetated, whether the tract includes high value wetlands or a sizable flood plain, whether the tract drains to a public water supply, is there a stream that has become or is projected to soon become a new fishery, and whether the tract includes exceptional-value streams.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Watershed of Exceptional or High Value Stream (5)</li> <li>• Contribution to public drinking water supply (5)</li> <li>• Contribution to a Wilderness Trout System (5)</li> <li>• Fishery Restoration Area (5)</li> <li>• Cooperative Restoration Project (5)</li> <li>• Does a river conservation plan contain a recommendation to conserve the property? (5)</li> </ul>	<p>5</p>
<p><b>Habitat</b> Max = 5</p> <p>If any of the following criteria are met, the project receives a score of 5</p>	<p><b>Whether the tract has such special habitat values as PNDI species, forest interior nesting birds, significant animal populations, resting or feeding areas for migrant species, a mix of ecological species/biodiversity, dwindling ecological communities, or late succession forest.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• PA Natural Diversity Index (PNDI) Occurrence (5)</li> <li>• Is it an Important Bird Area (5)</li> <li>• Is it a priority in a county natural area (5)</li> <li>• Mix of ecological species/biodiversity (5)</li> </ul>	<p>5</p>
<p><b>Scenic/Cultural/Recreational Opportunities</b> Max = 5</p> <p>If any of the following criteria are met, the project receives a score of 5</p>	<p><b>Whether the tract is needed for trail or greenway rights-of-way, for access or other amenities for greenways, contains important viewshed, contains significant cultural/historic resources, or offers a unique interpretive opportunity.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Scenic viewshed, unique interpretive opportunity, or adjacent to conserved land (5)</li> <li>• Recreation: public access, public trail, greenway right-of-way site (5)</li> <li>• Contains important cultural/historic resources (5)</li> </ul>	<p>5</p>
<p><b>Complementary to Legally Protected Land</b> Max = 5</p>	<p><b>The tract is located in the vicinity of or adjacent to other legally protected forests or park lands.</b></p> <p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Within 10 miles of legally protected lands (2)</li> <li>• Adjacent to legally protected lands (5)</li> </ul>	<p>5</p>
	<p><b>Total</b></p>	<p>100</p>

## *Section VII* **DONATIONS AND ACQUISITIONS**

### **DONATIONS**

Donations of land or interests in land must be documented for inclusion as part of the non-Federal cost-share and must meet Forest Legacy purposes. The donation should contribute to the objectives and priorities as set forth in the Assessment of Need and the entirety of the donation must be within an FLA. The donation of land must contain perpetual covenants to assure the tract will be managed in a manner compatible with the goals for which the FLA was established.

The state or county will hold the conservation easement. The deed should contain a clause that directs all of the easement holder's proceeds from a subsequent sale. The donation must not have been previously credited towards any other Federal program's non-Federal cost-share. The DCNR Bureau of Forestry as the State lead agency approves the donation as contributing to the cost-share and documents those Forest Legacy funds and tracts that are to be cost-shared.

### **ACQUISITION OF LANDS OR INTERESTS IN LANDS**

Except in cases of full and complete donation, the landowner must be informed of the Market Value (MV) of the land and the sale of the property must be voluntary. Payment to the landowner can be no more than MV. The title must be free and unencumbered or insurance must be secured for the full value of the encumbered property. All FLP acquisitions are perpetual and therefore run with the land. Future landowners are bound by the terms and conditions of a conservation easement.

### **FEE SIMPLE**

The Bureau of Forestry is the only entity authorized by DCNR to use FLP funding for fee simple purchases. The Department intends to restrict the use of these funds to the acquisition of inholdings and indentures of existing State Forest Lands. These transactions will only be considered on a case-by-case basis from willing landowners. Eligible properties must be within officially approved Forest Legacy Areas.

The landowner is not required to have a Forest Stewardship Plan but the new owner must have a comprehensive Forest Management Plan. Non-Federal funds need to make up the 25% non-Federal cost-share.

Forest Legacy funds will not be used for acquisition of forestland by any Forest Legacy Area Sponsor or unit of government other than the Bureau.

## Section VIII FUNDING

After the Forest Stewardship Plan and conservation easement are submitted and approved, funding will be available through the USDA Forest Service. The maximum Federal contribution for the total program costs may not exceed 75%. The remaining 25% of these costs may be matching funds or In-Kind Services from non-Federal sources, including states and non-profit organizations. Non-Federal contributions may include direct and indirect costs associated with any of the planning, acquisition, capital improvement, management, or administrative activities and the value of fee-simple acquisition of lands by the commonwealth, county, township or land trusts, as long as these lands conform to the objectives and priorities of the State Forest Legacy Program.

### COST-SHARE

Eligible non-cash cost-shares include those services directly tied to the program's development and implementation that can be properly documented, and would otherwise have to be contracted for cash payment. For proposals using non-cash services for some or the entire required local cost-share, contact your Program Coordinator to discuss requirements prior to submission of the application. If this tract is selected for funding, DCNR reserves the right to negotiate the values submitted for the non-cash cost-share and will not provide official approval to proceed with the procurement process until the Bureau approves the grantee's non-cash services plan. The types of non-cash services that can be used in an FLA as local cost-share are limited to the following:

- **In-Kind Services** – Services and labor provided by the paid staff of the sponsoring organization to perform all or part of the Bureau-approved FLA scope of work. The allowable value of In-Kind Services to be paid by the grant or provided as a non-cash cost-share for the grant may include direct and indirect personal fringe benefit costs such as employee insurance, retirement benefit costs, vacation time, holiday time, and sick leave time.

General organizational operating costs such as utilities, general operating supplies and services, amortized costs or rental costs for buildings and equipment used for the general operation of the organization, and general property and liability insurance costs may be included in the hourly rate.

The allowable value for In-Kind Services may not include expenses for food, drinks, gifts, other hospitality items, lobbying of governmental officials related to the general promotion of the organization, or the promotion of any FLAs in which the organization is involved.

In-Kind Service value shall be calculated using an hourly rate for the personnel position performing the work multiplied by the number of hours of Bureau-approved FLA work performed. The allowable hourly rate shall not exceed the organization's normal billing rate for the personnel position.

- **Donated Services** – Services provided at no cost to the grantee by firms or individuals to perform part of the Bureau-approved FLA scope of work, which requires specialized or expert skills and knowledge. The allowable value of the donated service shall be the firm’s or individual’s normal billing rate, as approved by the Bureau, multiplied by the number of hours of service provided.
- **Volunteer Services** – Services or labor, not paid for by the grantee, provided by individuals not employed by the grantee, to perform part of the Bureau-approved FLA scope of work. The allowable value of volunteer services shall be a normal hourly labor rate for the type of work performed, as approved by the Bureau, multiplied by the number of hours of work provided.
- **Fee Simple Purchase or Purchase of Comparable Easements** – The value of fee-simple acquisition of lands or easements by the Commonwealth, county, township or land trusts may be used for the 25% non-federal match, as long as these lands conform to the objectives and priorities of the State Forest Legacy Program.

## INELIGIBLE COSTS

It is impossible to list all ineligible items, but potential areas can be categorized into the following general groups:

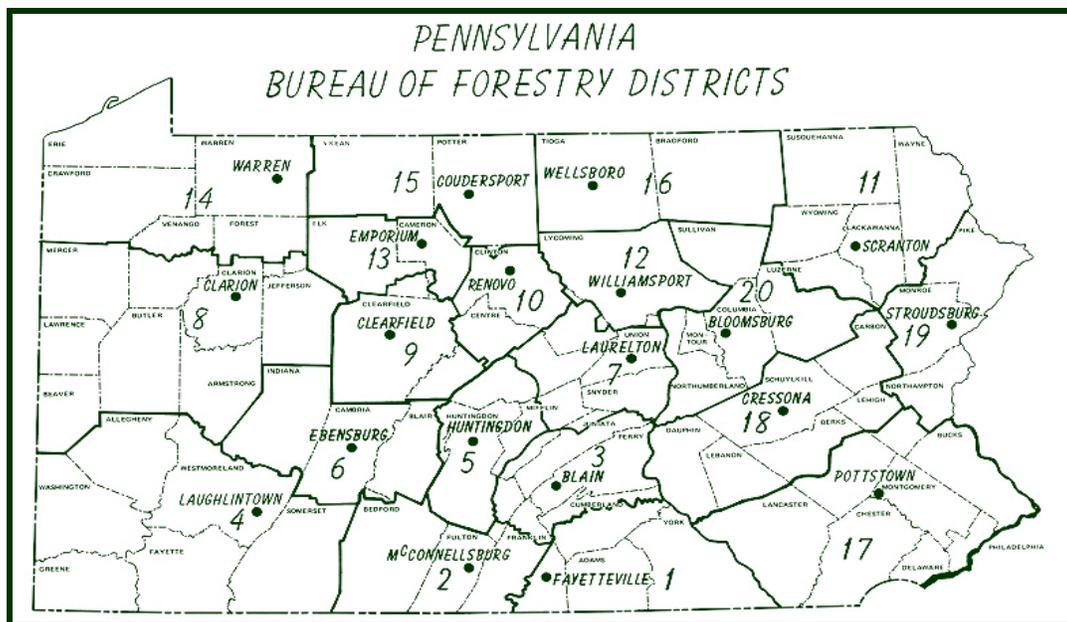
- Costs incurred prior to written DCNR approval.
- Costs not directly related to the application and acquisition process except as allowed being included in the In-Kind Service value.
- Certain administrative services performed by government employees as part of their regular paid position such as attendance at meetings, reviewing plan documents, etc.
- Staff costs associated with the preparation of the grant application including fund raising for the local cash cost-share.
- Value of volunteer’s time for attendance at meetings.
- All or part of a non-cash service not approved by the Bureau.
- Costs incurred after five years from the acquisition date.

Any prospective applicant is invited to contact the appropriate Forest District Office to discuss any funding eligibility issue (see Appendix I of this manual for the address and telephone number prior to submission of an application). Landowners can also contact their sponsoring organization for any questions and concerns. A flowchart diagramming the typical process from enrollment to acquisition can be viewed in Appendix VII.

# Section IX APPENDIX

## APPENDIX I

### BUREAU OF FORESTRY CONTACT INFORMATION District Offices



- |                                                                                                                                         |                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p><b># 1</b> District Forester<br/>10099 Lincoln Way E<br/>Fayetteville, PA 17222-9609<br/>(717) 352-2211<br/>FAX: (717) 352-3007</p>  | <p><b># 4</b> District Forester<br/>P.O. Box 519<br/>Laughlintown, PA 15655-0519<br/>(724) 238-1200<br/>FAX: (724) 238-5000</p>         |
| <p><b># 2</b> District Forester<br/>440 Buchanan Trail<br/>McConnellsburg, PA 17233-8204<br/>(717) 485-3148<br/>FAX: (717) 485-9283</p> | <p><b># 5</b> District Forester<br/>P.O. Box 403, Rothrock Lane<br/>Huntingdon, PA 16652<br/>(814) 643-2340<br/>FAX: (814) 643-6304</p> |
| <p><b># 3</b> District Forester<br/>RR 1, Box 486<br/>Blain, PA 17006-9434<br/>(717) 536-3191<br/>FAX: (717) 536-3335</p>               | <p><b># 6</b> District Forester<br/>P.O. Box 506<br/>Ebensburg, PA 15931<br/>(814) 472-1862<br/>FAX: (814) 472-1876</p>                 |

**# 7** District Forester  
P.O. Box 147  
Laurelton, PA 17835-0147  
(570) 922-3344  
FAX: (570) 922-4696

**# 8** District Forester  
158 South 2<sup>nd</sup> Avenue  
Clarion, PA 16214  
(814) 226-1901  
FAX: (814) 226-1704

**# 9** District Forester  
RR 1, Box 184  
Penfield, PA 15849-0184  
(814) 765-0821  
FAX: (814) 765-0621

**# 10** District Forester  
15187 Renovo Road  
Renovo, PA 17764  
(570) 923-6011  
FAX: (570) 923-6014

**# 11** District Forester  
401 Samters Building  
101 Penn Avenue  
Scranton, PA 18503-2021  
(570) 963-4561  
FAX: (570) 963-3048

**# 12** District Forester  
423 East Central Avenue  
S. Williamsport, PA 17702-7425  
(570) 327-3450  
FAX: (570) 327-3444

**# 13** District Forester  
258 Sizerville Road  
Emporium, PA 15834  
(814) 486-3353  
FAX: (814) 486-5617

**# 14** District Forester  
323 N. State Street  
North Warren, PA 16365-4867  
(814) 723-0262  
FAX: (814) 723-0270

**# 15** District Forester  
P.O. Box 673  
Coudersport, PA 16915-0673  
(814) 274-3600  
FAX: (814) 274-7459

**# 16** District Forester  
One Nessmuk Lane  
Wellsboro, PA 16901  
(570) 724-2868  
FAX: (570) 724-6575

**# 17** District Forester  
845 Park Road  
Elverson, PA 19520-9523  
(610) 582-9660  
FAX: (610) 582-9692

**# 18** District Forester  
Box 99  
Cressona, PA 17929  
(570) 385-7800  
FAX: (570) 385-7804

**# 19** District Forester  
HC 1 Box 95A  
Swiftwater, PA 18370-9723  
(570) 895-4000/4001  
FAX: (570) 895-4041

**#20** District Forester  
274 Arbutus Park Road  
Bloomsburg, PA 17815-9528  
(570) 387-4255  
FAX: (570) 387-4298



## APPENDIX II

### FOREST LEGACY PROGRAM DEFINITIONS

**Appropriate/Authorized Organization** – An entity approved by the State Forester to sponsor a Forest Legacy Area. Land Trusts and conservancies are non-profit conservation organizations.

**Approved Planwriter** – A person approved to write PA Forest Stewardship Plans. For the purposes of this program, this person must be a private forestry professional trained and experienced in silviculture.

**Conservation Easement** – An interest in land (such as development rights or recreation rights) that a willing property owner grants voluntarily to ensure the conservation of specific natural resources located on his/her land. The landowner retains the title and all remaining land rights not specifically conveyed or prohibited in the easement.

**Cost Share** – The non-Federal portion of the easement or fee simple costs. Can be made up of cash contribution, lands or interests in lands, or In-Kind Services.

**Exceptional Value Stream** – A stream requiring the highest level of protection; a stream in which the water quality is to be maintained. Surface water that meets one or more of the following conditions can be designated as an exceptional value stream: the water is located in a National wildlife refuge or a State Game propagation and protection area; the water is designated as a “wilderness trout stream” by the Fish and Boat Commission; the water is located in a designated State Park Natural Area or State Forest Natural Area, National Natural Landmark, Federal or State wild river, Federal Wilderness Area or National Recreational Area. The water can also be considered an exceptional value stream if it is an outstanding National, State, or regional or local water resource; is surface water of exceptional recreational significance; or is surface water of exceptional ecological significance.



**Federal Appraisal Standards** – Standards contained in the publication entitled "Uniform Appraisal Standards for Federal Land Acquisitions: Interagency Land Acquisition Conference, 1992." These standards are available for purchase from the Superintendent of Documents, U. S. Government Printing Office, Washington D.C. 20402-9328 (ISBN 0-16-038050-2).

**Federal Acquisition Procedures** – Steps to be followed when Federal funds are used in any part of the acquisition of lands or interests in lands.

**Fee-simple purchase** – A land conveyance where a vendor conveys all rights, title and interest in a property to a purchaser.

**Forest Legacy Area (FLA)** – Forested area with important environmental values, that satisfies identified eligibility criteria and has been delineated, described, and mapped in a State's Assessment of Need for the FLP.

**Forest Legacy Area Sponsors** – Organizations that are eligible to propose and adopt a Forest Legacy Area.

**Forest Stewardship Program** – A voluntary program to help forestland owners learn how to improve and maintain the ecological health of their land. The Federally funded program is administered by the PA Bureau of Forestry and is overseen by the State Forest Stewardship Committee.

**Fragmentation** – The breaking up of large tracts of forest into smaller fragments through conversion of land to other uses.

**Indirect costs** – Costs related to the management and administration of the FLP. Indirect costs, unlike salary, which is a direct cost, are defined as costs not readily assignable to the cost objectives specifically benefited. Examples of indirect costs would be overhead, secretarial, and vehicular costs.

**In-Kind Services** – Non-cash contributions, including third-party contributions. In-Kind Services must be necessary to accomplish program activities, and allowable if the Federal Government were required to pay for them.

**Market Value** – Generally defined by the Uniform Appraisal Standards for Federal Land Acquisitions as being the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy.

**MOU (Memorandum of Understanding)** – An instrument that documents an agreement between entities.

**Municipality** – Any county, city, borough, incorporated town, township, or home rule charter.

**Municipal Agency** – Any official agency created by a municipal government under the laws of the Commonwealth such as municipal authorities, Council of Governments, and commissions.

**Non-forest uses** – Uses of the land inconsistent with traditional forest uses including, but not limited to, residential subdivisions, commercial development, extensive pasture (generally meaning more than 10 percent), cultivated farmland, and mining that causes extensive surface disturbance.

**Non-industrial Private Forest Landowner** – A private forest landowner whose land is not owned and operated as a forest industry business.

**Parcelization** – The significant reduction in the size of large land ownerships resulting from the subdivision of properties during land transfers.

**Pass-through** – Used herein describes a land transaction whereby a third party, such as a land trust, acquires interests in lands with the intent to convey such interests to a government. The transaction can include a full or partial donation, or sale at fair-market value.

**Plantations** – Stands composed of trees, usually a monoculture, established by planting or artificial seeding. Plantations are usually even-aged and may include Christmas trees.

**PNDI (Pennsylvania Natural Diversity Inventory)** – A partnership between the Bureau, The Nature Conservancy, and the Western PA Conservancy to conduct inventories and collect data to describe the Commonwealth's rarest and most significant ecological features.

**Pre-qualified Land Trust** – Non-profit conservation or preservation organizations, conservancies or land trusts that: have a primary purpose of conservation and preservation of open space, parklands or natural areas for public benefit; are tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986; are registered with the Bureau of Charitable Organizations within the Pennsylvania Department of State.

**Secretary** – The U.S. Secretary of Agriculture.

**State Forest Stewardship Committee** – Chaired by an appointee of the State Forester and administered by the PA Bureau of Forestry with membership composed of representatives from the following agencies, organizations, or individuals: Forest Service; Natural Resources Conservation Service; Farm Services Agency; Cooperative, State, Research, Education, and Extension Service; local government; consulting foresters; environmental organizations; forest products industry; forest landowners; land trusts; conservation organizations; the State Fish and Wildlife Agencies; and others determined appropriate by the Secretary.

**State Lead Agency** – The agency responsible for coordinating the establishment and implementation of the FLP in the State. In Pennsylvania, the State lead agency is the Department of Conservation and Natural Resources as designated by the Governor.

**Stewardship Management Plans** – Multi-resource management plans, prepared with the purpose of achieving long-term stewardship of forestland. Such plans identify landowner objectives and describe actions the landowner may take to protect and manage soil, water, range, aesthetic quality, recreation, timber, and fish and wildlife resources.

**Traditional Forest Use** — Uses of the forest that provide economic and community benefits arising from a forest's production of goods and services. These uses include such forest benefits as timber production, wildlife habitat, watershed protection and/or open space.

**Working Forest** — Where forestland is managed for the production of forest products and traditional forest uses are maintained. These forest uses will include both commodity outputs and non-commodity values.

## APPENDIX III

### FORM I. FOREST LEGACY AREA SPONSOR APPLICATION

**Organization Information - required for pre-approval by counties and Bureau of Forestry**

Organization Name		
Contact Person		
Address		
City	State	Zip Code
Phone number		Fax Number
Email		

Attach the following organizational documents to this application:

- Letter of intent
- List of Board Members and their affiliations
- Staff list
- Charter
- Organization Mission Statement
- Organizational chart
- Annual report(s)
- Geographic service area
- IRS 501(c) 3 status letter

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## FORM II. FOREST LEGACY AREA APPLICATION

### Proposed Forest Legacy Area - required upon approval

Organization Name	
Contact Person	
Address	
City	State                      Zip Code
Phone number	Fax Number
Email	
County or counties:	
Size in acres	Population
Market value ranges for forested acreage in the legacy area	Number of forested tracts over 50 acres
Number of forest stewards & tree farmers	Average tenure of land ownership
Forest product volume	Acres of forest land ineligible for Forest Legacy program, if readily available

If additional space is needed to answer the following questions, attach separate piece (s) of paper.

1. **What have the population trends been for the last 5 years? Future projections? Provide the growth rate and population density for each county in the proposed Forest Legacy Area. Compare these figures to the statewide average.**
  
2. **Over the last five years what was the number of or trend in real estate transactions? Number of subdivision requests? What is the percentage of land shifted from commercial or agricultural to residential?**

3. **How does the proposed area meet each Eligibility Criterion?**
4. **Description of each important forest area:**
5. **Summary of the important traditional forest uses and environmental values and how they will be conserved in the FLA:**
6. **Describe how conserved tracts in this FLA will result in a positive cumulative impact or improved benefit.**
7. **List of public benefits that will be derived from establishing the proposed FLA:**
8. **Identify the governmental entity or entities that will hold the lands or interests in lands enrolled in the FLP.**
9. **Describe the estimated timber volume and primary users in the proposed Forest Legacy Area and its dependence upon the forest resources in the area.**
10. **Describe and list acreage of public-owned land in the Legacy Area. Describe and list acreage of land known to be privately conserved.**
11. **Please outline how the Organization will promote and administer the Legacy Program in their area. This includes:**
  - **The organization's priority for selecting land to recommend to the program;**
  - **How tracts of land will be identified and recommended to the program;**
  - **How program promotion and landowner outreach will be conducted (at least one public meeting per county must be held by the county commis-**

sioners. Applicants must submit the public notice, public meeting minutes and comments received.);

- Identification of organizational resources or other resources that may be utilized as a cost-share to Federal funds.

**Required Documents:**

- Identification of each geographic area on a map (a written description of the boundary must accompany the map and map must be a minimum 1:50,000 scale).
- List of counties and townships included in proposed Legacy Area.
- Documentation of the analysis and public involvement process. Include a summary of public involvement, including positive or negative feedback received. If no feedback is received, the summary must state such.
- Comments from individuals or organizations in the Forest Legacy Area.
- A copy of the letter sent out to all local municipalities
- A copy of the letter sent out to all local forest product industries.

**Optional Support Documents:**

- Letters of support from counties and townships in proposed Legacy Area.
- Letters of support from forest product companies in proposed Legacy Area.
- Important forest area map.
- Important Bird Area map.

**Return this application and attachments to:**

Forest Legacy Coordinator  
DCNR/Bureau of Forestry  
PO Box 8552  
Harrisburg, PA 17105-8552

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To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.

## APPENDIX IV

**Table 1. List of Forest Associated Threatened and Endangered Species and Counties of Historic Occurrence**

Status	Common Name	Scientific Name	Counties
Endangered	Northern Riffleshell	<i>Epioblasma torulosa rangiana</i>	Erie, Crawford, Warren, Forest, Venango, Armstrong and Lawrence
Endangered	Gravel Chub	<i>Erimystax x-punctatus</i>	Warren, Venango, Butler, Allegheny
Endangered	Longhead Darter	<i>Percina macrocephala</i>	Erie, Crawford, Warren, Forest, Armstrong
Endangered	Longnose Sucker	<i>Catostomus catostomus</i>	Somerset
Endangered	Northern Brook Lamprey	<i>Ichthyomyzon fossor</i>	Crawford
Endangered	Spotted Darter	<i>Etheostoma maculatum</i>	Erie, Crawford, Mercer, Venango, Forest, Warren, Potter
Endangered	Tippecanoe Darter	<i>Etheostoma tippecanoe</i>	Crawford, Venango, Warren
Endangered	Delmarva Fox Squirrel	<i>Sciurus niger cinerus</i>	Chester
Endangered	Indiana Bat	<i>Myotis sodalis</i>	Fayette, Westmoreland, Bedford, Blair, Fulton, Huntington, Franklin, Cumberland, Mifflin, Centre, Clinton, Luzerne, Monroe
Endangered	Peregrine Falcon	<i>Falco peregrinus</i>	Allegheny, Westmoreland, Blair, Huntington, Centre, Clinton, Perry, Dauphin, Lancaster, York, Northumberland, Lycoming, Tioga, Bradford, Wyoming, Luzerne, Columbia, Carbon, Pike, Monroe, Bucks, Philadelphia, Delaware
Endangered	Jacob's Ladder	<i>Polemonium van-bruntiae</i>	Somerset, Sullivan, Wayne, Berks
Endangered	Large-flowered Marshallia	<i>Marshallia grandiflora</i>	Allegheny, Fayette, Somerset
Endangered	Small Whorled Pogonia	<i>Isotria medeoloides</i>	Venango, Centre, Greene, Berks, Chester, Delaware, Philadelphia, Monroe
Endangered	Spreading Globeflower	<i>Trollius laxus</i>	Erie, Lawrence, Centre, Monroe, Northampton, Lehigh, Bucks

Status	Common Name	Scientific Name	Counties
Endangered	Swamp Pink	<i>Arethusa bulbosa</i>	Erie, Crawford, Fayette, Adams, Cumberland, Lebanon, Lancaster, Chester, Sullivan, Wayne, Susquehanna
Endangered	Variable Sedge	<i>Carex polymorpha</i>	Luzerne, Carbon, Monroe, Cumberland, Lancaster, Chester, Delaware
Endangered	White Monks-hood	<i>Aconitum reclinatum</i>	Fayette, Somerset
Threatened	Channel Darter	<i>Percina copelandi</i>	Erie, Warren, Venango, Clarion, Forest, McKean, Potter, Armstrong, Allegheny
Threatened	Gilt Darter	<i>Percina evides</i>	Warren, Crawford, Venango
Threatened	Green Salamander	<i>Aneides aeneus</i>	Fayette, Somerset
Threatened	Ohio Lamprey	<i>Ichthyomyzon bdellium</i>	Erie, Crawford, Mercer, Venango, Forest, Jefferson, McKean, Potter, Allegheny
Threatened	Mountain Brook Lamprey	<i>Ichthyomyzon greeleyi</i>	Erie, Crawford, Lawrence, Warren, Forest, Venango, McKean, Potter
Threatened	Mountain Mad-tom	<i>Noturus eleutherus</i>	Erie, Mercer
Threatened	Northern Mad-tom	<i>Noturus stigmosus</i>	Crawford, Mercer
Threatened	Eastern Woodrat	<i>Neotoma magistar</i>	Most of forested counties in the state
Threatened	Small-footed Myotis	<i>Myotis leibii</i>	Clarion, Armstrong, Westmoreland, Fayette, Somerset, Bedford, Blair, Cambria, Franklin, Centre, Mifflin, Clinton, Lycoming, Northumberland, Luzerne
Threatened	West Virginia Water Shrew	<i>Sorex palustris punctulatus</i>	Fayette, Westmoreland, Somerset
Threatened	Yellow-bellied Flycatcher	<i>Empidonax Flaviventris</i>	Warren, McKean, Forest, Clearfield, Clinton, Tioga, Lycoming, Sullivan, Wyoming, Pike, Monroe
Threatened	Box Huckleberry	<i>Gaylussacia brachycera</i>	Perry, Lebanon

Status	Common Name	Scientific Name	Counties
Threatened	Canby's Mountain-lover	<i>Paxistima canbyi</i> Gray	Bedford
Threatened	Jeweled Shooting-Star	<i>Dodecatheon amethystinum</i>	Union, Montour, Columbia, Northumberland, Perry, Cumberland, Dauphin, Lebanon, Lancaster, York, Franklin, Fulton, Montgomery, Northampton
Threatened	Serpentine Aster	<i>Aster depauperatus</i>	Chester, Delaware, Lancaster
Threatened	Shale-Barren Evening Primrose	<i>Oenothera argillicola</i>	Bedford, Fulton, Huntington, Mifflin, Juniata, Perry
Threatened	Showy Lady's Slipper	<i>Cypripedium reginae</i>	Erie, Warren, Crawford, Lawrence, Butler, Beaver, Greene, Clearfield, Blair, Huntington, Centre, Mifflin, Juniata, Perry, Cumberland, York

**APPENDIX V**  
**MODEL LETTER OF INTENT**

Name of Sponsoring Group  
PO Box 8767  
Zenith, PA XXXXX

(Date)

\_\_\_\_\_ County Board of Commissioners  
123 16<sup>th</sup> Street Suite 456  
Any town, PA XXXXX

Dear \_\_\_\_\_ County Board of Commissioners:

We, the board of directors of \_\_\_\_\_ (Organization) intend to seek Forest Legacy Area (FLA) Sponsorship and would like to include \_\_\_\_\_ County for enrollment into the USDA Forest Legacy Program (FLP), which, in Pennsylvania, is administered by DCNR – Bureau of Forestry (Bureau). This program is designed to protect forestlands in a manner similar to that afforded farmlands under the Farmland Preservation Program.

The purpose of this letter is to inform the board of our organization’s intent to become a sponsor of the FLP. The FLP was created with the purpose of ascertaining and conserving “environmentally important forest areas threatened by conversion to non-forest uses, through the use of conservation easements and other mechanisms, for promoting forestland conservation.” As a sponsor, we would be responsible for such tasks as providing information and assistance outreach to landowners and other interested parties, helping potential landowner applicants through the easement process, assisting with the federal cost-share process, and conducting public participation.

The FLP will operate through the Bureau. County entities, land trusts, or appropriate/authorized organizations are eligible sponsors. In the proposal, we will provide descriptive information about potential FLAs as well as potential threats as addressed by the FLP goals. The State Forest Stewardship Committee will make recommendations to the Bureau regarding proposed FLAs and individual Forest Legacy tracts. Pennsylvania will adhere to the approach of willing seller/willing buyer as required by law in all FLP transactions. State or local government will hold easements in perpetuity and fee titles will be held by the State.

*(Include resources specific to the community, values, traditions or industries you wish to protect – that are pertinent to your area. Explain why you feel your county should be included.)* We believe that the ability to enroll our local forests in the FLP is a valuable tool to ensure the sustainability and continuity of this unique feature of our community and respectfully request your endorsement.

We will be submitting our application to the Bureau within [add a time frame]. After their review, the Bureau will officially notify you in writing of our potential sponsorship. You will have 60 days to comment on our application. If you choose not to respond, the Bureau may approve our petition to be a sponsor and we will continue to develop the program. We look forward to working with you in the future.

Sincerely,  
Board of Directors, xyz Organization

## **APPENDIX VI**

### **Pennsylvania's Forest Legacy Program Summary Sheet**

The Forest Legacy Program (FLP) in Pennsylvania has seven main goals:

- 1. To maintain traditional forest uses, emphasizing ongoing timber harvesting following Best Management Practices, and secondary recreational activities.**
- 2. To maintain productivity of forests for future generations.**
- 3. To reduce the trend toward forest parcelization.**
- 4. To conserve significant tracts of contiguous forest.**
- 5. To conserve water resources and riparian zones.**
- 6. To conserve important habitats for plants, fish, and wildlife.**
- 7. To restore degraded forest ecosystems.**

The FLP will attempt to purchase easements on lands or properties in defined Forest Legacy Areas (FLA). Actual easement details will vary in order to address landowner and FLP goals. Easements are permanent and held in perpetuity by State or county governments. The Sponsors are responsible for identifying and recommending eligible parcels of forestland, and the easement holder, be it the State or county government, is responsible for the monitoring and enforcement of the easement.

Easements can:

- 1. Alleviate economic pressure to convert forestland to non-traditional uses.**
- 2. Assure access to adjoining public properties and enhance recreational opportunities.**
- 3. Ensure management of forested riparian areas to enhance water quality.**
- 4. Alleviate parcelization of forestlands.**
- 5. Ensure sustainable forestry practices through implementation of a Forest Stewardship Plan.**

#### **Design of Forest Legacy Program**

As a first step, conservancies/land trusts and other non-profit groups can apply for sponsorship. After certification as a sponsor, they can nominate potential FLAs. FLAs are defined by the sponsor. Sponsors are encouraged to use county boundaries. The County, Township, State and Federal governments must approve the Legacy Area prior to property inclusion in the FLP.

FLA Sponsors must be willing to address public relations for the FLP; to work with landowners toward understanding; and to help potential landowners complete the application and acquisition process. The FLP is a cost-share program run by the USDA Forest Service. The Federal government pays no more than 75% of total program costs for each Legacy easement. The local cost-share may include cash contributions, lands or interests in lands, or In-Kind Services. The FLA Sponsors will assure that 25% of program cost-share funds are from non-Federal sources.

Property assessments are normally based on Market Value; however; when individual interests are sold or the property is enrolled in the Clean and Green Program, the assessments may be reduced. A landowner may request a property reassessment after the sale of development or recreation interests as a result of selling an easement. A county or township may raise tax assessments on other properties to compensate for the shortfall created by enrollment in land conservation programs. Lands enrolled in the Pennsylvania Clean and Green Program, a preferential property tax program, are also eligible for enrollment in the FLP. Lands protected solely under the Clean and Green Program may be removed from the preferential tax treatment, while lands entered into the FLP will remain working forests in perpetuity.

## APPENDIX VII

### LEGACY SPONSORSHIP PROCESS

*Refer to Application Guidelines for details of Documentation required*

1. Entity submits a FLA Sponsor application to the Bureau (Form I)
  - Letter of Intent (Appendix V)
  - List of board members and their affiliations
  - Charter
  - Organization chart
  - Organization mission statement
  - Geographic service area
  - IRS 501 (c) 3 status letter
  - Contact Information
  - Annual report(s)
  - Staff list
2. Bureau reviews applications and sends a letter to the appropriate counties. The counties have 60 days to respond.
3. The Bureau will notify the applying entity of their approval as a FLA Sponsor.
4. Sponsor begins research on Form II.
5. Counties in the proposed FLAs are solidified.
6. Bureau sends letter to appropriate counties indicating sponsor approval and indicating the proposed FLA. Counties have 60 days to respond.
7. FLA Sponsor notifies all involved counties and townships of its intent to prepare an application for FLA designation. This letter must also be sent to all involved conservation districts, watershed organizations, Hardwood Utilization Groups, and other interested stakeholders.
8. FLA Sponsor publishes a news release.
9. After Form II has been drafted, the Sponsor holds one public meeting per county involved.
10. FLA Sponsor submits Form II to the Bureau.
11. Form II is reviewed by the Bureau and the SFSC.
12. The SFSC makes its recommendations to the State Forester.
13. Application is submitted to the US Forest Service for approval and FLA Sponsors are notified of the acceptance of the FLA in question.
14. FLA Sponsors assist landowners with the application process.
15. Eligible applications reviewed, rated and ranked by FLA Sponsor.
16. Applications are submitted to the State Forester and then to the SFSC for statewide ranking.
17. The SFSC submits ranked properties to the Bureau.
18. The Bureau reviews and finalizes property rankings.
19. The Bureau notifies landowners of their rankings.
20. The Bureau submits properties to the US Forest Service for possible funding.
21. Landowners and FLA Sponsors are notified of acceptance into the program.
22. The Bureau conducts annual visits to FLA tracts to assist landowners and to ensure compliance with the FLP easement.
23. The Bureau is notified when harvests, land transfers, and new Forest Stewardship Plans are made.

## APPENDIX VIII

### DEVELOPING MANAGEMENT GOALS FOR YOUR PROPERTY Clarifying What's Important To You About Your Woods

#### PA FOREST STEWARDSHIP PROGRAM

**LANDOWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*Consider the following points and use the lines provided to make notes of your responses to the questions posed. It would be beneficial to have each family member do the same, and then to compare your thoughts at a family meeting prior to your meeting with the natural resource professional who will develop your Forest Stewardship Plan. If you are clear about what you'd like to see on your property and how much you're actively willing to do toward achieving your vision, your planwriter will be better able to develop a plan that meets your needs. If you need more space continue on back or add pages.*

#### **1. PLACES YOU ENJOY**

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Think about what you enjoy about your woods. Is there a specific area or areas that you particularly like? Picture that special area and try to identify what makes it special to you. Is it different from other parts of your woods or from other forestland in the area generally? Are the trees different? Are there many trees or few? Are they small or big? Is there a dense understory or is it open? Is it sunny or shady? Is it near the top of a hill or near the bottom or neither? Is there water nearby? Is the geology unusual? Do you feel a certain way when you're there? Does the location evoke a memory of a person or event of importance to you?

Once you've described your favorite places and identified why they are special, consider that it may be possible through active management to create other areas on your property with the same special qualities that these places have. For example, if you particularly like the feel of an area where large trees remain, it may be possible to create a similar atmosphere elsewhere in your woods by accelerating the growth of the larger trees in that part of your woods. Consider whether you'd like to try to recreate a condition you find desirable in another part of your woods, if it's possible.

#### **2. APPEARANCE OF YOUR WOODS**

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From what vantage points do you look at your woods? From certain trails through the woods? From a nearby road? From the house? Do you particularly enjoy seeing fall leaf colors or spring flowers? Would you like to see more color during the seasons? It is possible to enhance the view of a forested hillside in fall by creating more growing space for the crowns of trees with more vibrant color by removing those around them that are not so colorful. Wild flowers may require certain levels of light or moisture to bloom. The availability of those resources

can sometimes be manipulated to improve growing conditions for the plants desired. Do you prefer to see all straight trees or do you enjoy the variation of twisted trunks and contorted branches? Do you appreciate the differences in color and texture of leaves, bark, and branches of various species, or is this not particularly important to you?

### **3. ACTIVITIES YOU ENJOY**

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When you spend time in the woods are you on foot? on skis? on horseback? on an ATV or snowmobile? Do you amble along, exploring as you go, or do you go briskly? Is it a solitary activity or are you usually in the company of others? Are you quiet or boisterous? Are there some places you use for one kind of activity and other areas you use differently? Are there some parts of your woods that you rarely get to? If yes, would you like to utilize those areas more? For recreation or for other uses?

### **4. WILDLIFE**

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Many people who own forestland express a strong interest in managing for wildlife, although what some people mean by “managing for wildlife” can be very different from what other people mean. The first paragraph below contains fundamental management guidelines for all Forest Stewards, regardless of your level of interest in wildlife. If nothing else consider those guidelines as you decide how to manage your land. If wildlife is of great interest to you, consider the full section below and be sure to discuss this topic further with your planwriter. Use the spaces provided to narrow down your interests and concerns regarding wildlife.

Always consider what goes on beyond your property boundaries as you manage your land. Focus on creating or maintaining wildlife habitat types that are rare in the region where your property is located, rather than rare on your property. Make it a policy to retain trees with cavities for wildlife wherever possible, and dead snags for roosting and feeding stations. Retain some large old trees. Consider how long it will be before a mature tree will replace one now providing important habitat components. If you live in an area that is fragmented by farm fields and urban development, maintain forest cover on your land. If a stream runs through your property, retain (or restore) the forest shading the water. Pennsylvania was entirely wooded in Penn’s day—forest cover is essential to the aquatic life unique to our streams. Retain or plant evergreen cover if it is rare in your area. Protect special or unusual features such as a favored nesting site or a spring seep or a rock outcropping.

Do you hope to increase your opportunities to catch a glimpse of a wild animal? Many people do. You can do this by increasing the diversity of food and cover available on your property—for example by planting a food plot, installing a variety of nesting boxes, or building brush piles. Understand though, that in general, the species you’ll attract in this manner are abundant throughout their ranges and are in no need of assistance to increase their numbers. Consider whether it is necessary to manage the entire property for increased viewing opportunities; or whether a smaller area, perhaps accessible from the house or from a favorite trail, might be adequate to meet your needs so that other priorities can be established on other parts of the property.

Do you hope to improve hunting opportunities on your property? This can be accomplished by encouraging the growth of the kinds of plants that provide the food and cover most preferred by the types of wildlife you hope to attract. Keep in mind though, that game animals can be hunted because regionally they *are* abundant, and their populations are secure. Managing your land to attract certain game species will undoubtedly increase your hunting success, but understand that the species you are managing for are not those whose populations are in trouble. It is important to balance a desire for hunting opportunities with the long term viability of all the plants and animals that make up a healthy forest ecosystem.

The species of wildlife that occupy a very young forest are very different from those that occupy a mature forest. Also, the wildlife community that occupies undisturbed land over time will change as the size and species composition of the plant community changes—nothing is static in nature. To maintain conditions ideal for a particular kind of wildlife will require some kind of management to keep the land in the successional stage those animals most prefer. Land can be manipulated, or “managed,” through planting or removal of vegetation to create a desired mix of plant species, density of the understory, amount of vegetation of differing heights, and other factors affecting the type of food and cover available. As you consider which wildlife species you’d like to attract, think about the food and cover needs of each, and the size of its range. Many species of wildlife can occupy a wide variety of conditions, but those with more exacting requirements are the ones that would benefit most from thoughtful and deliberate management to meet their needs.

## **5. IMMEDIATE AND FUTURE MONETARY NEEDS**

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Timber prices in Pennsylvania are currently very high. Many landowners who had not considered harvesting timber previously are now receiving unsolicited offers for their timber. The money may sound tempting, but you’ll want to be certain, if you do harvest, that it’s in your best interest to do so now. If your timber is immature you may be cutting it just as it begins to increase most in value. You may not have a pressing need for income at the present time, but may anticipate a need in the future—say when your children are college aged or once you’ve retired and are on a fixed income. Not every woodlot has the potential to produce salable timber within the owner’s lifetime. You should consider whether it is important to you to obtain income from your land now or in the future, and let your planwriter know so that he/she can develop a plan to try and meet those needs.

## **6. OWNERSHIP & USE OF THE LAND**

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Do you own the land alone or with others in your family? Do others besides the owners use the land? For what kinds of activities? Are there other benefits you’d like to get from the land? Do you plan to keep the land in forest or to change the land use within your lifetime—perhaps develop all or part of it? What are your hopes/plans for the land for the next 10 or 20 years? What do you hope will happen to the land after your death?

## **7. RESOURCES AVAILABLE**

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Managing land requires a commitment of time, labor, and sometimes money. Think carefully about how often you (or others in your family) spend time in your woods and how much time you'd be able to commit to doing the actual work involved. What kind of equipment do you have available? How experienced are you at working in the woods? It is easy to underestimate the amount of skill and labor involved in completing a Forest Legacy Area. Are you willing to expend funds toward the management of your land to hire professional equipment operators? Some cost-share assistance is available to help; let your planwriter and Service Forester know if you'd want to apply for assistance. If you have little time or other resources available at present for managing your land, be sure to make that clear so that your plan can focus on only the most cost effective activities for your land.

## **8. UNDERSTANDING PROPERTY LIMITATIONS & CONFLICTING OBJECTIVES**

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Through land management, it is possible to change the appearance, vegetative species mix, and wildlife species mix occupying a site. However, it is important to recognize that some things with a profound impact on the fauna and flora of a site cannot be altered by man – such factors as soil type, slope, aspect, and climate. It is also important to be aware that what can be changed over time cannot always occur within a human life span, so land management requires the landowner to think in terms that exceed his own tenure as steward of the land. These two points must be factored in when formulating management objectives. There is no point, for example, in establishing the objective of managing for loblolly pine when the property is far north of the natural range of loblolly. It is unrealistic to establish an objective of conducting a commercial timber harvest ten years from now if all the trees on the property are now four inches in diameter. What is possible given the quality of the site and the size and quality of what is presently growing there must be carefully considered in establishing management objectives for a site.

In addition it is important to recognize that it may not be possible to achieve a number of different objectives on the same acre of ground. Sometimes what needs to be done to accomplish one objective directly conflicts with what is necessary to achieve a different objective. If, for example, your desire is to recreate the open, park-like, “big tree” feel of a favorite part of your property elsewhere on the property, it probably will not be possible to manage that same area for a brush loving wildlife species such as rabbits or grouse. Depending on the size of the property it may be possible to manage for both objectives, but in different areas. On a smaller property you may have decide which takes priority.

In the space provided list any particular hopes or plans you have for one part of the property or another. When you meet with your planwriter be sure to discuss the feasibility of your ideas.

**9. INTERESTS & EXPERIENCE**

Following are a few additional questions that will help in developing your plan:

Please rate from 1 to 5 the importance to you and your family of each of the following uses of your forestland. (where 1 = very important, 5 = not important at all, and NA = does not apply to your property).

- |                                                                    |                                                            |
|--------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> firewood                                  | <input type="checkbox"/> timber production                 |
| <input type="checkbox"/> fishing                                   | <input type="checkbox"/> source of income                  |
| <input type="checkbox"/> aesthetics/beauty                         | <input type="checkbox"/> privacy from neighbors            |
| <input type="checkbox"/> hiking                                    | <input type="checkbox"/> protection of a natural community |
| <input type="checkbox"/> real estate investment                    | such as a wetland or old growth                            |
| <input type="checkbox"/> wildlife/nature observation               | forest                                                     |
| <input type="checkbox"/> cultural history                          | <input type="checkbox"/> hunting                           |
| <input type="checkbox"/> maintaining the present forest atmosphere | <input type="checkbox"/> others of importance: _____       |

Check any of the land management practices below that you've done in the last ten years:

- |                                                                  |                                                                                                         |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> cut firewood                            | <input type="checkbox"/> control insects and diseases                                                   |
| <input type="checkbox"/> plant trees                             | <input type="checkbox"/> control grapevines in high value timber                                        |
| <input type="checkbox"/> install deer fencing                    | <input type="checkbox"/> build roads                                                                    |
| <input type="checkbox"/> install livestock fencing along streams | <input type="checkbox"/> cut trees for wildlife habitat improvement (not for sale)                      |
| <input type="checkbox"/> build brush piles for wildlife          | <input type="checkbox"/> cut trees to improve stand of timber (not for sale)                            |
| <input type="checkbox"/> sell timber                             | <input type="checkbox"/> clear trees from around a spring seep or in some way try to improve the spring |
| <input type="checkbox"/> apply herbicides to control weeds       | <input type="checkbox"/> control burn a portion of your property                                        |
| <input type="checkbox"/> plant or seed wildlife food plots       | <input type="checkbox"/> install erosion and sedimentation control structures                           |
| <input type="checkbox"/> tap maple trees for syrup               |                                                                                                         |
| <input type="checkbox"/> stabilize stream banks                  |                                                                                                         |
| <input type="checkbox"/> build fish habitat structures           |                                                                                                         |
| <input type="checkbox"/> build and install nesting boxes         |                                                                                                         |
| <input type="checkbox"/> build trails                            |                                                                                                         |

Other:

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Are any of the practices listed above things you'd particularly like to do on your property? Are there other activities not listed that you'd like to do?

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Are the boundaries of the property marked or otherwise apparent (via roads, field edges, hedgerows, fences)?    no    yes    some yes, some no    Describe the boundaries:

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If you have had a commercial timber harvest in the last 10 years, please check the primary reasons why you chose to harvest:

- |                                                               |                                                                                                         |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> thought it was the right thing to do | <input type="checkbox"/> needed timber for own use                                                      |
| <input type="checkbox"/> believed timber was mature           | <input type="checkbox"/> wanted to improve wildlife habitat                                             |
| <input type="checkbox"/> part of a land clearing operation    | <input type="checkbox"/> salvage dead or dying trees (from insect or disease mortality, wind throw, etc |
| <input type="checkbox"/> needed the income                    |                                                                                                         |
| <input type="checkbox"/> management plan called for a harvest |                                                                                                         |

Other: \_\_\_\_\_  
\_\_\_\_\_

Have you ever received any on-site assistance in managing your forestland before now? no  
yes If yes, what was the nature of the assistance?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were you aware that Federal cost-share funds were available (prior to SIP) for forest management practices on private land? no yes If yes, have you enrolled in any of the following USDA cost-share programs within the last 10 years?

- Forestry Incentive Program (FIP)
- Conservation Reserve Program (CRP)
- Agriculture Conservation Program (ACP)
- Environmental Quality Incentives Program (EQIP)
- Wetland Reserve Program (WRP)
- Wildlife Habitat Incentives Program (WHIP)

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Summarize your primary interests and concerns in the stewardship of your land:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Thank you for completing the questionnaire!  
Please be sure to provide a copy to your planwriter and to your Service Forester.*

## APPENDIX IX

### PENNSYLVANIA SAMPLE PLAN

#### FOREST STEWARDSHIP PLAN

prepared for:  
Jane & John Doe

Route 10 Box 200  
Anytown, PA 10000-9999  
Tech Township  
Lafourche County

Daytime Phone: (814) 234-5678  
Evening Phone: (814) 237-8910  
E-mail: 12345.1234@compuserve.com

110 Stewardship Acres  
160 Total Parcel Acres

Mailing Address:  
PO Box 2000  
Anytown, PA 10000-9999

prepared by:  
Joe Smith  
Biodiversity Consultants Inc.  
456 Towpath Road  
Mill Town, PA 12003-9999  
Telephone: (717) 111-2222  
Fax: (717) 111-2223  
E-mail: 23456.789@compuserve.com

Lafourche County Service Forester:  
Jim Forester  
DCNR Bureau of Forestry  
District 21 Office  
PO Box 100  
Onehorse Town, PA 12300-9999  
Telephone: (814) 245-8901  
Fax: (814) 234-8912  
E-mail: Forester.Jim@state.pa.us

**Landowner's Management Goals:**

Enhance wildlife habitat on the property, specifically for woodcock, waterfowl, and turkey. Improve the quality of timber growing on the better sites, while providing firewood for personal use.

**Directions to Property:**

From the intersection of SR 10 and SR 200 in Any Town, go south 2.3 miles on SR 10. Go ¾ mile past the intersection with Any Road and look for property entrance on left.

**The Property Within the Landscape:**

The property is located in the broad valley between Leblanc and Dufresne Mountains in the Ridge and Valley Province. The town of Anytown (population 18,000) is about three miles to the northeast. The Doe property is a mostly forested parcel on rolling hills. The dominant land use in the area is agriculture in the valleys, with forests remaining on the ridges and steeper knolls. The property is important in that it comprises a large parcel of unbroken forestland, and also adjoins State Game Lands to the south. Lafourche Run, a high quality cold-water fishery, runs through the State Land and through this property, providing a significant continuous travel corridor for wildlife. The property fronts on Route 10 to the north and west, and on Any Road to the east. The boundary on the south side is well maintained by the Game Commission with white blazes.

- Topographic Quadrangle Map (7-1/2 minute) on which property is found: Newburg
- Location of the site on the topo map: 1.5 inches up from the bottom, 5.2 inches over from the right side

**Species of Special Concern:**

A search of the Pennsylvania Natural Diversity Inventory was conducted to determine whether any species of special concern have historically or recently been found on or near your property. The database includes a record of horned pondweed (*Zannichellia palustris*) found near the spring at the northwest end of the pond in June 1972 (Management Unit 4). This species is a small floating plant, which survives only in very pure water. Horned pondweed is classified as "tentatively undetermined" (TU) in Pennsylvania, which means that the population is believed to be declining in the state but for a variety of reasons cannot be more precisely classified. No special management is needed, other than to maintain the high quality of the water supporting it. Eliminating livestock from the pond entirely will contribute to improved water quality in the pond and extend potential habitat.

## **Management Unit 1** **Bottomland Hardwoods: 24 Acres**

### **Management History:**

This area is subject to flooding and has never been completely cleared, to the owner's knowledge. Many of the better trees were harvested for use on the farm over the years. However, cattle grazed freely through the stand as well, eliminating regeneration. By the early 1960's, stocking level of the trees had become sparse and soil compaction from the animals' hooves was a problem. Livestock have been excluded from the area since that time and it has recovered significantly. Water quality in Lafourche Creek has also improved since then as well.

### **Management Unit Description:**

This management unit is a low wet area along Lafourche Run. The soil is predominantly Atkins Silt Loam, with Purdy Silt Loam in some of the wettest areas. Both are hydric soils, with severe equipment limitations. Windthrow is a severe threat where the depth to water is very shallow. The wettest areas are dominated by dense shrub growth; slightly raised elevations are occupied by bottomland hardwood trees 8" to 14" dbh. Periodic flooding limits site productivity and results in a light stocking of trees.

Tree species include (in decreasing order of the growing space they occupy) cherry, red maple, American elm, silver maple, sycamore, pin oak, white oak, swamp white oak, green ash, and willow. Tree regeneration is very spotty. Species are red maple, black cherry, American elm, and green ash. Shrub species include spicebush, speckled alder, hawthorn, hornbeam, flowering dogwood, and gray dogwood. Ground cover is sparse.

A few mostly live large cavity trees exist (about 1 per acre), particularly along the old fencerow west of the creek. The larger pin oaks, white oaks, swamp white oaks and maples are producing a good bit of hard mast. The spicebush and dogwood shrubs are producing abundant soft mast. Evergreen cover is virtually lacking in this stand, except for an occasional red cedar. However, deciduous shrub cover is excellent throughout, particularly in the wetter areas.

Woodcock have been observed near the alder thickets, herons and kingfishers have been spotted fishing in Lafourche Run; a wood duck nested last summer in one of the few large cavity trees near the stream. Songbirds are plentiful. A recreational trail winds through the management unit along the west side of Lafourche Run.

### **Management Objectives for the Unit:**

- Maintain and improve habitat for woodcock, turkey, and cavity nesting birds and mammals.
- Improve opportunities for viewing wildlife.

### **Management Recommendations:**

The unit provides excellent food and cover for many species of wildlife, but lacks adequate snags and cavities for nesting. Snags of decaying trees provide a ready source of insects, which are a major component of the diets of most cavity nesters. Retain all naturally occurring snags that do not present a danger to trail users.

Cavity trees located near water are used for nesting by thirty species of birds and twenty mammals, but it takes about 40 years for a cavity tree to develop. Figure on about twice

that long for a large duck-sized cavity. To make up for shortage of natural cavities present, construct nest boxes in a variety of sizes and place them in a zone within 50 yards of the stream. The PA Game Commission publication entitled *Woodworking for Wildlife* is an excellent reference that also provides detailed building plans for nesting boxes. It is available for \$3 from PA Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.

The shrubby alder thickets near the stream provide excellent cover for woodcock nesting. The small open area on the western edge of the property would be enhanced as singing grounds with the recommended planting of small grains and grasses, as detailed in Management Unit 4.

The existing walking trail is frequently flooded and unusable. The trail should be relocated to the east side of the creek on higher ground and be tied in to Management Units 2 and 3. This should be planned as part of the road layout recommended in Unit 3. The transition zone between evergreens of Unit 2 and the forested bottomland of Unit 1 is undoubtedly a high activity area for wildlife. A bird blind placed within this section of trail would provide excellent opportunities for observing and photographing wildlife.

## **Management Unit 2** **Mixed Pine Plantation: 23 Acres**

### **Management History:**

This area had been cleared for pasture and was grazed until about forty years ago when the former owner planted it in 1960 to a mix of pines at an 8 foot by 8 foot spacing.

### **Management Unit Description:**

This is a 40 year old mixed pine plantations growing on Monongahela silt loam soil, which is considered very good for growing trees. The slope is 5 to 8%, and west facing. Dominant trees are 12" to 14" in diameter measured at breast height (dbh). The stand is heavily stocked (basal area 130 square feet) as the original planting was never thinned. Due to crowding, some pine mortality has occurred, and hardwoods are beginning to dominate the scattered openings created.

White pine occupies about 40% of the growing space; Scotch and Austrian pine together occupy 25% of the growing space. Invading hardwoods include (in decreasing order of growing space they occupy) black cherry, white ash, black locust, black walnut, black oak, hickory, and black gum. Hardwoods are generally 4" to 8" dbh. Understory vegetation is generally sparse, except in openings created by pine mortality. Species of tree regeneration include black cherry, black locust, black gum, and black oak. Tartarian honeysuckle, Japanese honeysuckle, and poison ivy dominate the understory, with an occasional spicebush, dogwood, hornbeam, witch hazel, or barberry.

There are virtually no cavity trees in the pine plantations, but there is excellent high and low evergreen wildlife cover. Hard mast is abundant, but limited in variety to pine seeds. Some of the cherry trees are now producing soft mast. Deer are clearly utilizing the area for cover; browse is evident on most shrubs. Large numbers of mourning doves and a wide variety of songbirds have been observed nesting and feeding in the pine plantations, particularly in the eastern block near the wetlands and waterways. A great blue heron was seen nesting in the branch whorl of one pine, created by the death of the central leader from white pine weevil.

### **Management Objectives for the Unit:**

- Maintain as a predominantly evergreen stand, favoring the longer-lived white pine species.
- Improve the growth of the trees with the best timber potential, but also encourage the growth of any poorer quality trees that are preferred turkey or dove nesting or roosting sites.

### **Management Recommendations:**

Although the pines still dominate this management unit, mortality is rapidly changing the nature of the stand. Encourage the growth of the larger, dominant white pines immediately adjacent competing trees. White pine is a much longer-lived species than Austrian or Scotch pine, and also retains its lower branches much longer than the other two species when grown in close spacing, providing much needed winter wildlife cover. Retaining as much white pine as possible in the stand will maintain the habitat favored by doves and other birds, and roost sites for turkeys. Large white pines on the western edge of the management unit should be favored to encourage the nesting of the great blue heron.

The stand should be thinned gradually over a period of several years, rather than all at once, to allow the remaining trees to adjust to the increase in light and growing space. This will not be a commercial operation; consider girdling competing trees rather than removing them altogether to create snags that benefit wildlife.

Select and release crop trees from among the hardwoods that have occupied openings in the canopy. A number of black walnut trees have become established in portions of the stand. These not only provide excellent hard mast, but could eventually produce highly valuable lumber. Pruning off branches from the lower 16' of the trunk will increase the potential for knot-free wood.

When the trail is installed through this unit (as mentioned in recommendations for Units 1 and 3), you may need to control the poison ivy in the vicinity. Despite its unpleasant effect on humans, poison ivy produces fruit highly preferred by many species of birds. It is also a native vine that, unlike grapevines, does not generally harm the trees that support it.

**Management Unit 3**  
**Oak Hickory Small Sawtimber Stand: 32 acres**

**Management History:**

A timber harvest occurred in this stand in the late 1940's by the previous owners. The present owners have harvested some firewood from the stand since 1985, removing mostly dead oaks.

**Management Unit Description:**

This is a well-stocked forested stand (basal area 95 square feet) containing mostly small sawtimber 10" to 14" dbh. It occupies the crest of a small flat-topped hill; much of the unit is level to very gently sloping. This management unit provides the best opportunity for producing high value hardwoods. The soil is Berks Shaley Loam considered very good for growing trees.

A good mix of species is present. Sixty-five percent (65%) of the growing space is occupied by the combination of red oak, black oak, and red maple. Also present (in decreasing order of growing space they occupy) are tulip poplar, white oak, white ash, hickory, black gum, white pine, and black walnut.

Tree regeneration is spotty, very sparse in some areas, more dense where openings in the canopy exist. Shrub growth of any kind is sparse, but species noted were mountain laurel, flowering dogwood, tartarian honeysuckle, maple leaf viburnum, black haw viburnum, and witch hazel. Grape vines are a problem in some parts of the stand, where they are well established in the canopy layer.

Cavity trees are few and far between; cavities of 5" or larger are nonexistent. There is an abundance of hard mast from oaks, hickory, pine, and black walnut, but the only soft mast available is from black gum and the sparse shrub growth present. The few white pines and mountain laurel provide very sparse evergreen cover, but this is not of concern since cover is abundant in Units 1 and 2. Pileated woodpeckers, screech owls, and barred owls have occasionally been heard and a flock of turkeys has occasionally been seen in this stand.

The gypsy moth has not been a severe problem on this site, but there are occasional pockets of gypsy moth killed oaks. Access to the stand currently exists only from the north off of Route 10 via the farm road through the field.

**Management Objective for the Unit:**

Manage this stand for maximum production of high quality timber with consideration given to wildlife needs.

**Recommendations:**

The stand should be thinned in the near future to sustain the growth of the better trees. However, before permitting additional light to reach the forest floor you'll need to control the grapevines throughout most of the stand. (See the county Service Forester to apply for cost-share assistance for this work). If permitted to grow up into the crown canopy grapevines can deform and even kill the trees supporting them. Cut the vines once at ground level and a second time at head height. Where grapevine tangles are already too dense, you may wish to simply manage it as a grape arbor supplying food for wildlife.

When the harvest occurs a road will need to be constructed to access the stand. Consider applying for SIP cost-share assistance to have a professional design and lay out a road system that provides improved access to this unit as well as Units 1, 2 and 5 (see the county Service Forester for guidance on the application process). It could be installed in segments as time and finances permit, with the section through this unit funded with proceeds from the thinning. Once the harvest is complete and the road has been seeded with grasses and forbes, it can double as a recreational trail and provide feeding grounds for turkeys. On the northeast side of this management unit is a pretty view of the pond and fields below. You might wish to route the road past this site and enhance the view by removing a few trees.

When you are ready to thin the stand, employ a professional forester to handle the timber sale for you and be sure to discuss your concerns and desires with him. The forester will conduct a systematic stand analysis to determine the cutting prescription, which will guide him/her in selecting the trees to be harvested. He/she will provide a summary by species of the volume to be removed, offer the material for sale by bids, and oversee the entire operation for you, including seeding the road to herbaceous vegetation once the sale is complete.

The oak component of the forest should be reduced to make the stand less vulnerable to gypsy moth damage. Cavity trees and snags are sparse and should be retained whenever possible. Also retain some black gum even though it is virtually worthless for timber or firewood; it is a dependable cavity tree and mast producer.

Cavity nesting mammals such as squirrels and raccoons, which might find adequate food here, could also be encouraged to nest in the unit if artificial nesting boxes were placed for them. See the Game Commission publication *Woodworking for Wildlife* for building plans (see Unit 1 recommendations for the address).

Several habitat factors present in this management unit attract occasional use by wild turkeys. The thinning and road installation with seeding will enhance this value. The roosting potential in Management Unit 2 and travel corridor along the stream will help to maintain this level of use by turkeys.

**Management Unit 4**  
**Pond & Surrounding Field: 10 Acres**

**Management History:**

Livestock had free access to the pond and surrounding woods in this area for many years. In the early 1970s the present owner installed fencing and gates to limit access, and a watering ramp from the north pasture. In recent years the owner reduced his dairy herd and now rarely pastures them in this unit.

**Management Unit Description:**

Management Unit 4 contains a deep, 4-acre spring fed pond, surrounded by open grassland on the east side and scattered open grown trees on the south and west sides. It borders an open pasture to the north, separated from this unit by a wooden fence. A second pasture south of the unit is similarly fenced off. Livestock is permitted limited access to the pond from the north field by way of a well-constructed ramp.

**Management Objective for the Unit:**

Eliminate livestock entirely from this unit and improve the area for waterfowl.

**Recommendations:**

Reconfigure the existing fence separating this unit from the field south of it, and construct a new fence segment to create a corridor providing livestock access to the pond. Install a second livestock ramp at that site according to instructions provided in DEP General Permit 6. The species of concern, horned pondweed, might be encouraged to grow more abundantly in the pond if pollution now entering it is entirely eliminated.

Given the fertilizer provided over the years by livestock, herbaceous vegetation will quickly grow back on its own to provide cover along the banks of the pond. Wetland shrubs such as red stem dogwood, buttonbush, spicebush, and basket willow; or trees such as black willow, pin oak, sycamore, green ash, hornbeam, and red maple could be interplanted among the existing trees to enhance what may come up naturally.

In the open area east of the pond, consider planting small grains including millet, sorghum, wild rice, and sunflowers to supplement food available for waterfowl. In grassy areas limit mowing to only once or twice a year as necessary to control weeds. Avoid mowing altogether between April 1 and July 30 to improve the nesting success of ground nesters such as mallards, black ducks, green winged teal, blue winged teal, American bittern, and least bittern. Install two or three large nest boxes for wood duck.

**Management Unit 5**  
**Oak-Hickory Pole Timber Stand: 21 Acres**

**Management History:**

This area was clearcut in 1975 by the present owners. It has been permitted to regenerate naturally without interference.

**Management Inventory:**

This unit has regenerated well since the last timber sale, but the species mix is less than desirable. Sweet birch and red maple together occupy 75% of the growing space. Other hardwood species present include (in decreasing order) black oak, hickory, chestnut oak, black gum, sassafras, and white ash. The soil is Berks Shaley Loam, which is generally good for growing trees. But the site is drier than others on the property due to the southern aspect and steeper slopes (8-15% slope).

There is no regeneration or understory vegetation in this developmental stage of a forest, and also virtually no mast production.

**Management Objectives for the Unit:**

- Improve the species composition of this stand, favoring the higher value timber species.
- Encourage the growth of species of benefit to wildlife.

**Management Recommendations:**

Work with a forester to mark a Crop Tree Release thinning in this stand. Select the best formed oaks, hickory, ash, and red maple trees as your timber crop trees and remove trees with crowns touching those selected. Select some black gum and sassafras trees to retain in the stand in the same manner, as wildlife crop trees, but select those most likely to develop cavities rather than those that are better formed. This thinning will not be a commercial operation, but will provide a ready supply of firewood. The trees could be harvested over a period of several years, as time permits. Cost-share assistance is available through the SIP Program for this activity. The county Service Forester can provide details if you are interested in applying.

**Recommendations Schedule**

<b><u>Year &amp; Season</u></b> <i>(If pertinent)</i>	<b><u>Priority</u></b>	<b><u>Activity</u></b>	<b><u>Management Unit Sea-</u></b>
1998 & beyond	High	Avoid mowing grassy area from April 1 to July 30	4
Fall 1998	Medium	Reconfigure fence and build access ramp to south pasture	4
Fall 1998	Medium	Have forester mark thinning in poletimber stand	5
Ongoing	Medium	Harvest marked trees for firewood	5
Winters 1998-2000	High	Control grapevines	3
Winter 2000	High	Have forester lay out road & relocate trail in Unit 1	1, 2, 3, 5
2001-2002	High	Timber sale and partial road construction; clear overlook	3
Spring 2002	Low	Plant trees and shrubs between existing trees south of pond	4
2002	Medium	Have forester mark thinning in pine plantation	2
Ongoing	Medium	Girdle or cut marked trees in pine plantation	2
Ongoing	Low	Build and install nest boxes	1, 3, 4
Spring 2003 and beyond	Low	Plant small grains east of pond	4
Ongoing	Low	Clear trail as laid out prior to timber harvest; control poison ivy in Unit 2	1, 2, 5
2004	Low	Build bird blind	1

## Signature Page

### Planwriter's Pledge:

To the best of my knowledge, this Stewardship Plan contains:

- an accurate representation of the landowner's interests and objectives for the property
- an accurate assessment of all the natural resources present on the property addressed in the plan
- management recommendations in keeping with the landowner's interests and abilities, and considering the inherent value of all resources on the property.

---

Author(s) of Plan

Date

### Landowner's Pledge:

I accept the recommendations contained in this Stewardship Plan, and will make an honest effort to follow them for the ten-year period covered by the plan. I realize that this Stewardship Plan is an essential condition to conveying the conservation easement in the Forest Legacy Program. I also understand that my land will be forever governed as stipulated within the easement.

Since timber harvesting has a significant impact on my forest resources I agree to complete commercial timber harvests recommended in the plan with the assistance of a professional forester. I understand that the forester is to designate trees to be cut based on a written prescription derived through a careful stand analysis of the management unit(s) involved.

I understand that a Service Forester or consultant will periodically review the implementation of my Stewardship Plan to assist me in maintaining "Stewardship Forest" status. To enable him/her to carry out this responsibility I will make available copies of plan amendments and/or timber harvesting prescriptions before carrying out a major activity. I understand that I am not obligated to obtain approval from the Service Forester but that he/she may advise me if prescriptions do not appear to serve the goals of my Stewardship Plan or meet program standards.

I understand that as a "Forest Steward" I am eligible (but not obligated) to request Stewardship Incentive Program (SIP) cost-share assistance to help implement approved practices recommended in the plan or subsequent amendments. If I choose to withdraw from the Forest Stewardship Program I agree to return the sign that designates my property a "Stewardship Forest" to the Service Forester.

---

Landowner(s)

Date

### Bureau of Forestry Approval:

This Stewardship Plan meets the requirements established by the Pennsylvania Bureau of Forestry for Forest Stewardship Plans developed using cost-share assistance.

---

Service Forester

Date

**Appendix**

Jane & John Doe  
123 Any Road  
Anytown, PA 10000-9999  
Teche Township  
Lafourche County

Unit 1	Bottomland Hardwoods	24	Acres
Unit 2	Pine Plantation	23	Acres
Unit 3	Oak-Hickory Small Sawtimber	32	Acres
Unit 4	Pond and Surrounds	10	Acres
Unit 5	Oak-Hickory Pole Timber	21	Acres

Total Covered in the Plan 110 Acres

Pastures 50 Acres  
Home Site and Orchard 6 Acres  
Total Property Acreage 160 Acres

Source of Photo:	Lafourche County Service Forester, PA Bureau of Forestry
File Location:	Flight Line 4
Imagery, Film Roll #, Photo #:	NAPP - 099 90 BC
Scale	1 inch = 1320 feet (1:1320)
Year Flown:	1987-1990

## APPENDIX X

### LANDOWNER PROCESS

*Refer to Application Guidelines for details of Documentation required*

#### **Initial process – all landowners**

1. FLA Sponsor advertises application period within FLA.
2. Landowner contacts FLA Sponsor to offer a property for consideration.
3. The Landowner supplies the FLA Sponsor with a Forest Landowner Legacy Application (Appendix XII), a location map, an aerial photo of the property and surrounding area and a copy of the deed, management plan, and any other pertinent information.
4. A rough estimate of the property and easement values is acquired.
5. Properties are submitted to the Bureau for consideration.
6. Sponsors are notified of project state rankings and whether their projects will be considered for funding.

#### **Secondary Process – For landowners considered for funding**

1. A prioritized list of properties is submitted to the US Forest Service.
2. The US Forest Service notifies the Bureau of properties accepted into the program.
3. The Bureau notifies sponsors of their project's final status.

#### **Tertiary Process – For properties approved for funding**

1. The landowner works with approved planwriter and the Bureau to create written Forest Stewardship Plan.
2. The FLA Sponsor and landowner prepare a conservation easement using the model easement found in Appendix XI.
3. Appropriate documentation is submitted to the Bureau.
4. The Bureau requests the funding for a particular property from the US Forest Service.
5. Landowner and the FLA Sponsor have the easement appraised according to Federal appraisal standards, surveyed and recorded.
6. The Bureau receives payment from the US Forest Service and transfers the appropriate funds to the landowner.

#### **Ongoing Stewardship Process**

1. All current and future landowners abide by the easement.
2. Landowner notifies the Bureau of upcoming harvesting activities.
3. Coordinates with the Bureau for annual visits to monitor compliance with conservation easement.
4. The Bureau assists landowner with signage, demarcation and Stewardship of Forest Legacy lands.
5. Landowner advises FLA Sponsor and the Bureau of sale or transfer of Legacy lands.
6. The Bureau assists landowner with updating or revising Forest Stewardship Plan every 10 years or at sale or transfer of property.

## APPENDIX XI

### SAMPLE CONSERVATION EASEMENT

#### DEED OF FOREST LEGACY CONSERVATION MODEL EASEMENT

\_\_\_\_\_ Tract  
\_\_\_\_\_, Pennsylvania

This DEED OF FOREST LEGACY CONSERVATION EASEMENT (hereinafter "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter "Grantor") and the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, (hereinafter "Grantee" or "Commonwealth, or DCNR"). (Grantor and Grantee are hereinafter jointly referred to as "the Parties").

WHEREAS, Grantor is the sole owner of all that certain tract of land situate in \_\_\_\_\_ Township, \_\_\_\_\_ County, Pennsylvania, more particularly described in Exhibit A attached hereto, consisting of \_\_\_\_\_ acres and all buildings and improvements erected thereon (hereinafter "the subject land"); and

*WHEREAS, the purposes are consistent with the clearly delineated open space conservation goals and objectives as stated in the Forest Legacy Program as established in Section 1217 of Title XII of the Food, Agriculture Conservation and Trade Act of 1990 (16 USC Section 2103c), which was created "to protect environmentally important private forest lands threatened with conversion to non-forest uses;" and*

WHEREAS, the Commonwealth's Forest Stewardship Committee, an advisory group to the State Forester, has recommended and the State Forester has determined to purchase a Forest Legacy conservation easement on the subject land; and

WHEREAS, all holders of liens and other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Forest Legacy Conservation Easement and to refrain from any action inconsistent with its purposes;

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns and the Grantee voluntarily accepts, a Forest Legacy conservation easement in the subject land under and subject to the following terms and conditions:

## I. PURPOSES

The Easement is granted to accomplish the following purposes:

1. To ensure that this tract of land remains a working forest subject to traditional forest use, and by so doing, contributes to the economy and communities of the state and region by providing perpetual and sustainable production of sawlogs, pulpwood and other forest products.
2. To maintain and protect the natural, scenic, and open space values of the subject land;
3. To preserve and protect any and all historical, archeological, or cultural aspects of such land;
4. To conserve and maintain waterfront and riparian areas, fish and wildlife habitat, and natural communities and resources on the subject land;
5. To promote, to the extent of the Grantor's desire to so promote, public access and recreation on such property; and
6. To encourage, by way of example, other private forestland owners to wisely manage their forestland and slow the conversion of forestland to non-forest uses.
7. To promote any and all purposes as set forth under the Forest Legacy program guidelines contained in the Cooperative Forestry Assistance Act (CFAA) of 1978, Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990, (P.L. 101-624:104 stat.3359)

## II. AFFIRMATIVE OBLIGATIONS OF THE GRANTOR

By the granting of this Easement, Grantor commits to the perpetual practice of sustainable forestry on the subject land, to include the harvesting of timber, subject to and consistent with the approved Forest Stewardship Plan and the signed Landowner Pledge found on the signature page of the Forest Stewardship Plan (Appendix IX).

**Forest Stewardship Plan:** All forestry and forest management activities shall be performed in accordance with a current Forest Stewardship plan that meets the purposes of this easement as defined in Section I. Such plan, which shall conform in all material respects to the requirements of the Forest Stewardship Program, as set out in Cooperative Forestry Assistance Act (CFAA) of 1978, Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990, (P.L. 101-624:104 stat.3359), must be prepared by an approved plan-writer in consultation with the Grantor. Such plan, or revision thereof, shall also be approved, in writing, by the District Forester. It shall require that any and all forestry operations on the subject land be performed in accordance with the "Best Management Practices" as recognized by the State Forester.

**The management plan will be revised every 10 years thereafter or at the change of ownership.**

**A. Plantation forests:** Natural forest areas cannot be converted to plantation forestry. Plantation forestry may only occur in areas that are currently plantations or on previously non-forested areas within the conservation easement area.

**B. Christmas Trees and other related tree crops:** Shall be limited to 25% of the easement area.

**C. Approval of Plan:** The Grantee shall review and act to approve or disapprove Forest Stewardship plans submitted by the Grantor within sixty (60) days of the Grantee's receipt of each such plan. The Grantee shall also act on amendments to such plans within sixty (60) days of receipt, excepting that the Grantee shall act within thirty (30) days on any amendment which proposes a different forest stand treatment to a single treatment unit. The Grantee shall approve any management plan or amendment so long as such plan or amendment is consistent with the purposes set out in Section I of this Easement and complies with the requirements of Paragraphs II.A and B above.

**D. Definition of Forestry:** For the purposes of construing this Easement, "forestry" shall include the science, art, and practice of creating, managing, using, and conserving forests and associated resources for human benefit and in accordance with best management practices, including the production of specialty forest plants or plant and timber products for domestic or commercial purposes.

**E. Compliance with Applicable Law:** All forestry and sustainable forest management activities must comply with all applicable local, state and federal laws and regulations in force at the time such activities are performed.

### **III. RESTRICTIONS ON THE USE OF THE SUBJECT LAND**

The Grantor covenants and declares to abide and be bound by the following restrictions, prohibitions, and limitations on the subject land.

**A. Subdivision:** No subdivision of the subject land is permitted.

**B. Structures and Improvements:** Except as expressly provided in Paragraph IV.C., hereof, there shall be no building, structure or other improvement of any kind, temporary or permanent, constructed or placed on the subject land, including, but not limited to, any houses, towers, satellite dishes, windmills, wind turbines, sheds, barns, silos, tanks, mobile homes, dams, impoundments and communications equipment. Existing stone walls, fords, culverts, drains, power lines, poles, towers and trails, which are noted in the Easement Inventory and Baseline Documentation attached hereto, may be maintained in their current state or condition.

**C. Mineral Development:** Mining and mineral development may be conducted in, under or upon the subject land provided that no more than ten (10) percent of the surface acreage thereof is disturbed at any single point in time by such activities. Having reached the ten (10) percent acreage limitation, no further mining or mineral development shall be permitted unless the Grantor first restores, reclaims, remediates and reforests according to program guidelines, effective as of the date of this easement, the affected area. To the protection of traditional forest uses any such mineral development must meet state and federal regulations. Reforestation is defined as land currently growing forest trees of any size with a total stocking value of at least 16.7 percent, or lands formerly forested, currently capable of becoming forest land, and not currently developed for non-forest uses.

**D. Topography Modification:** Except as permitted under Paragraph III.C. above, no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands or natural habitat shall be permitted unless such activities are approved by the grantee; and are commonly necessary to the accomplishment of the forest management plan; and are not detrimental to or inconsistent with the purposes of this Easement or any and all other activities required and approved by the grantee; and prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured.

**E. Waste Disposal and Hazardous Materials:** No portion of the subject land shall be used for any dumps, landfills, or the storage, deposit, burning or other destruction or elimination of waste materials of any kind, hazardous or otherwise. Disposal of any waste materials generated by on-site forestry or forest management activities shall be permitted on the subject land provided that such disposal shall comply with all then-applicable federal, state and local laws and regulations.

**F. Industrial, Commercial, and Residential Development:** Except for the forestry and forest management activities allowed under Section II herein, the use of the subject land for industrial, commercial or residential development of any kind is prohibited.

**G. Signs and Billboards:** No outdoor advertising structures such as signs and billboards shall be placed or displayed on the subject property, except to state the name and address of the property owner or manager, to advertise and regulate any on-site activities which may be permitted by the owner under the Easement, to advertise the sale or rental of the property, to give trail directions, to control unauthorized use or entry, to identify or acknowledge enrollment of the land in forest conservation programs or to mark the property boundaries, and provided such signs or billboards are not detrimental to or inconsistent with the purposes of this Easement. Such signs or billboards shall be no larger than 32 square feet in area and may, under no circumstances, be artificially illuminated.

H. **Easements and Rights-of-Way:** No easements or rights-of-way shall be granted within the subject land after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee. The Grantee may give such approval if it determines, in its sole discretion, that such improvement or encumbrance would be consistent with the purposes of this Easement and would not affect the forestry potential or scenic beauty of the subject property.

I. **Natural and Cultural Resources:** All activities shall be undertaken in accordance with applicable state and federal laws to protect natural and cultural resources.

J. **Timber Rights:** The timber rights shall remain with the property except for timber harvesting operations.

#### IV. **RIGHTS RESERVED BY THE GRANTOR**

All activities and uses not prohibited by Section III are permissible provided that such activities and uses do not materially impair or conflict with the purposes of this Easement as set out in Section I or limit the achievement of the forestry goals or restrict the forest management required under Section II. The Grantor retains all other customary rights and privileges of ownership including, but not limited to, the right to conduct or permit the following activities on the subject land:

A. **Timber:** The harvesting of forest products from the subject land shall be permitted in accordance with all federal, state, and local laws and regulations. Such harvesting operations will be conducted in a manner consistent with the purposes of this easement. For purposes of this easement, harvesting operations are defined in the accompanying Forest Stewardship Plan or approved forest management plan. The Grantee must be notified of all upcoming timber harvests. The Grantee will in no way interfere with the harvesting of timber unless that harvest is not intended to be conducted in accordance with the corresponding Forest Stewardship Plan or approved forest management plan.

B. **Recreation:** Recreational use by the Grantor or Grantor's invitees are permitted within the subject land in accordance with all federal, state and local laws and regulations. Such recreational use shall be conducted in a manner consistent with the purposes of this Easement. For purposes of this Easement, recreation is defined as non-developed, dispersed, recreational activities such as, camping, hunting, trapping, fishing, hiking, snowshoeing, skiing, biking and horseback riding. Grantor is also permitted to enter into fee-paid arrangements for recreation privileges on all or part of the property provided that the terms of such leases or licenses comply with the purposes of this Easement." Commercial and/or intensive use by Off Highway Recreational Vehicles (OHRV) is prohibited.

C. **Public Access:** Grantor reserves the right to exclusive possession of the subject land and to prohibit trespass, subject to Grantee's rights of access and enforcement as set out in Paragraphs VI.A below. Grantor may permit public access and use of the subject land for recreational activities, such as those outlined in Paragraph IV.A above.

D. **Construction and Maintenance of Roads, Paths and Trails:** The construction of roads or other access ways for the purpose of removing forest products from the subject land shall be permitted. In furtherance of and to facilitate the type of recreational activity permitted under Paragraph IV.A. above, Grantor may construct and maintain, unpaved paths and trails incidental to such recreation. Road and trail construction and maintenance shall be carried out in accordance with applicable Best Management Practices in a manner that is consistent with the purposes of this Easement and the forest management requirements of Section II.

E. **Erection, Maintenance and Replacement of Signs:** Subject to the limitations and restrictions of Paragraph III.G. above, Grantor may erect, maintain and periodically replace such signs as the Grantor or Grantee may deem necessary or desirable for the achievement of the purposes of this Easement. For safety purposes, Grantor shall post signs to restrict or close public access to areas involved in active forestry operations.

F. **Mechanized Access:** Grantor may use motor vehicles reasonably necessary for the practice of forestry in all forest management activities required under Section II hereof and for exercising any of the Grantor's other reserved rights hereunder. Grantor may not enter into fee paid arrangements for commercial OHRV recreation.

G. **Agriculture:** Grantor may continue to farm existing agricultural fields as noted in the Easement Inventory and Baseline Documentation and may preserve and maintain other appropriately noted open or semi-open areas for wildlife and habitat diversity. Agricultural activities, shall not exceed ten percent of the entire property and must employ conservation tillage and pest and nutrient management practices recognized at the time of such activities as consistent with the purposes of this Easement.

H. **Non-forest Uses:** Uses of the land inconsistent with maintaining forest cover including, but not limited to, activities that result in extensive surface disturbance such as residential subdivisions, commercial development, mining and non-forest uses of the land that may be compatible with forest uses as part of an undeveloped landscape, including cultivated farmland, pasture, rangeland, open water, and wetlands. The first category generally should be excluded from Forest Legacy conservation easements or land purchases. The second category of non-forest uses should be less than 25 percent of the total easement area. In all cases Forest Legacy funds should only be used on parcels with forestland as defined in Assessment of Need. Other funding sources may be used to protect non-forested areas on those parcels with less than the minimum required forest cover.

## V. BENEFITS, BURDENS AND RESPONSIBILITIES OF THE PARTIES

A. **Construction of the Terms "Grantor" and "Grantee":** For purposes of construction and application of this Easement, the term "Grantor" has been used throughout to include both the singular and the plural and, unless the context clearly indicates otherwise, to refer not only to the Grantor but to his or her executors, administrators, legal representatives, successors and assigns. Similarly, the term "Grantee" has been used throughout to include both the singular and the plural and, unless the context clearly indicates otherwise, to refer not only to the Grantee but also to its executors, administrators, legal representatives, successors and assigns. At the time of execution of this Easement, the duly authorized representative of the Grantee or Commonwealth was the Department of Conservation and Natural Resources, Bureau of Forestry.

B. **Future Effect of the Easement:** The burden of the Easement created hereby shall run with the subject land and shall be enforceable against all future fee owners, tenants, and others claiming an interest in and to the subject land in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

C. **Easement in Gross; Transferability:** The benefits of this Easement shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable only to a governmental entity.

D. **Responsibilities of Grantor Not Affected:** Except as specified herein, this Easement does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for the payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be responsible for the maintenance of the subject land and all improvements erected thereon.

E. **Hazardous Waste:** Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by this Easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988 (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

F. **Indemnification for Environmental Violations:** Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors, or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting from a violation or alleged violation of any state or federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

**G. General Indemnification Concerning Subject Land** Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless and indemnify the Grantee and its employees, agents, and contractors (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including reasonable attorney's fees, arising from or in any way connected with damage to property or injury to or the death of any person, or physical damage to the subject land, resulting from any act, omission, condition, or other matter related to or occurring on or about the subject land, unless due solely to the negligence of any of the Indemnified Parties.

**H. Liability to and Rights of Third Parties:** Nothing contained in this Easement shall create any liability with respect to this Easement on behalf of either the Grantor or the Grantee to any third party or create any right, claim or cause of action on behalf of any party other than the Grantor or Grantee and their respective successors and assigns.

## **VI. ENFORCEMENT OF THE EASEMENT**

**A. Entry and Inspection:** The Grantee shall have reasonable access to the subject land to inspect and monitor compliance with the terms and conditions of this Easement, to enforce the Easement, and otherwise to administer the various rights and responsibilities conveyed to and imposed on Grantee by said Easement. In exercising these rights, the Grantee may utilize motorized vehicles including, but not limited to, cars, trucks, all terrain vehicles, snowmobiles, helicopters, and boats. Any access to the subject land by the Grantee for inspection and enforcement purposes shall be on reasonable advanced notice to the Grantor except in emergencies or in cases of suspected deliberate violation of the terms of the Easement.

**B. Easement Monitoring and Management:** The Grantee will visit the property no less than one time per year to assure compliance with this easement. The Grantee shall not stipulate or impose any management or performance standards on Grantor or the subject land more stringent than those Best Management Practices existing at the time of execution of this instrument or the approval of any subsequent ten-year management plan or amendment thereto.

**C. Signs and Notices:** The Grantee may post regulatory and other signs and notices reasonably consistent with and in furtherance of the purposes of the Easement and may survey, monument and mark the boundaries of the subject land.

**D. Notice of Breach of Easement:** If the Grantee determines at any time that the Easement is being or has been violated or that a violation is threatened or imminent, said Grantee shall notify the Grantor, in writing, of such breach or conduct. Such notice shall be delivered in hand or by Certified Mail, Return Receipt Requested and shall be made within thirty (30) days of discovery of the breach or

conduct. Grantee's notice may include specific demands or recommendations of actions to be taken by Grantor to cure the breach or remedy the violation and to restore the subject land to the status or values noted in the Forest Stewardship Plan, Easement Inventory and Baseline Documentation.

**E. Cure of Breach or Cessation of Conduct:** Immediately upon receipt of said notice or after otherwise learning of such breach or conduct, the Grantor shall terminate the violative conduct and shall, within thirty (30) days, undertake those actions which are reasonably calculated to swiftly cure said breach and repair any damage, including restoration of the subject property to the condition and values noted in the Easement Inventory and Baseline Documentation. Grantor shall promptly notify Grantee of its actions, planned and completed, in responding to the notice.

**F. Cure Period:** The Grantor's opportunity and time period for cure of the violative conduct shall expire thirty (30) days after Grantor's receipt of notice of same. The period for cure may be extended, at the Grantee's reasonably exercised discretion, if all of the following conditions are satisfied:

1. Grantor ceases the activity constituting a violation promptly upon receipt of the Grantee's notice;
2. Grantor and Grantee agree, within the initial thirty (30) day cure period, on the measures, which Grantor will take to cure the breach;
3. The Grantor commences the agreed curative actions within the initial thirty (30) day cure period; and
4. Grantor continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

**G. Imminent Harm:** No notice or cure period is required if, in the reasonably exercised opinion of the Grantee, circumstances require prompt action to prevent or mitigate significant or irreparable harm or alteration to any of the features noted in the Forest Stewardship Plan, Easement Inventory and Baseline Documentation, which are deemed important to the purposes of the Easement.

**H. Remedies:** If the Grantor, in the reasonably exercised opinion of the Grantee, fails to take sufficient curative or remedial action or to cease the violative conduct brought to Grantor's attention by the notice within the Cure Period, or any appropriately granted extension thereof, the Grantee may, as appropriate for the purposes of the Easement, undertake any actions that are reasonably necessary to bring about a cessation of the violative conduct, to cure such breach or repair any damage, and restore the subject land to the values and condition noted in the Forest Stewardship Plan, Easement Inventory and Baseline Documentation. Grantee may recover the cost of such preventative, curative or remedial actions, including Grantee's expenses, court costs and legal or attorney's fees, provided that the Grantor is directly and primarily responsible for the breach or violative conduct.

I. **Enforcement Discretion, Waiver and Defenses:** Enforcement of the terms of the Easement shall be at the discretion of the Grantee. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach or threatened breach by the Grantor shall impair such right or remedy or be construed as a waiver in that specific instance or of any subsequent breach of the same or other term of the Easement. The Grantor waives any defense of laches, estoppel, or prescription.

J. **Actions Beyond the Grantor's Control:** Nothing contained in this Easement shall be construed to entitle the Grantee or its authorized representatives to bring any action against the Grantor for any breach, injury to or change in the subject land resulting from causes beyond the control of the Grantor including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm or earthquake, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the subject land from such causes.

K. **Actions Against Third Parties:** The Grantor and Grantee reserve the right, separately and collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the purposes of this Easement.

## VII. EASEMENT INVENTORY AND BASELINE DOCUMENTATION

Prior to the execution of this instrument, the Grantee shall cause to be prepared an inventory of the natural, scenic, and open space values of the subject land, including any and all waterfront and riparian areas, fish and wildlife habitat, and natural communities and resources on the property. Such inventory shall also include details of any historical, archeological, or cultural features of the subject land and shall take note particularly of the forest and timber resources. Such inventory shall be supplemented and given additional descriptive detail in a baseline document which shall include written, photographic, video, scientific, and other evidence of the state, condition, appearance, and overall natural condition of the subject land at the time of the entry into force of this instrument. Such documentation together shall be called the Easement Inventory and Baseline Documentation and shall be attached hereto as Exhibit B.

## VIII. SUBSEQUENT TRANSFERS OF THE SUBJECT LAND

A. **Grantor's Rights; Notice Requirements:** Except as otherwise restricted in this Easement, Grantor retains the right to convey any or all of said Grantor's remaining interests, except for timber rights as defined in section III-J, in the subject land at any time in the future. Such conveyance will be subject to all of the terms, conditions, provisions, covenants and purposes of this Easement. Grantor shall notify Grantee in writing of any such conveyance or transfer of any of Grantor's rights in the subject land at least thirty (30) days prior to such conveyance. Grantor's notice shall make clear what interest Grantor is conveying and spell out the name and ad-

dress of the party to whom the interest is being conveyed. Conveyances covered by this requirement shall include, but not be limited to, transfer of the entire fee, life estates, remainder interests, and mortgages and other liens and encumbrances.

**B. Deed Restrictions to be Replicated:** In the event of any transfer of Grantor's remaining rights in the subject land, all restrictions, limitations, and affirmative obligations of this Easement shall be replicated and included in any deed purporting to convey or transfer an ownership interest in the subject land. Grantee may request an opportunity to review any deed purporting to convey or transfer any such interests to ensure that appropriate language has been included. Should Grantor not extend to Grantee the opportunity to review deed language or fail to include the restrictions, limitations and affirmative obligations of this Easement as required, Grantee may block such proposed conveyance until such opportunity has been extended or the required language has been included.

## **IX. AMENDMENT AND EXTINGUISHMENT**

**A. Amendment:** If circumstances arise under which an amendment or modification of this Easement would be appropriate, the Grantor and Grantee may, by mutual agreement, jointly amend this Easement. All such amendments shall be in writing and be signed by the Grantor and Grantee or their respective agents. After the completion of all requisite formalities and signatures, any Amendment shall be duly recorded in the county in which the original Easement was recorded. Nothing in this paragraph shall require either the Grantor or the Grantee to agree to any amendment or to consult or negotiate regarding an amendment.

**B. Limitations on Amendments:** No amendment of this Easement is permitted that is inconsistent with the purposes of the Easement set out in Section I. No amendment may affect the Easement's perpetual duration or its prohibitions on residential, commercial, or industrial development. The affirmative forestry obligations of Section II shall also not be altered by amendment.

**C. Easement Termination or Extinguishment:** If circumstances in the future should arise so as to render the purposes of this Easement impossible to accomplish, this Easement may be terminated or extinguished. Such action, whether applying to the entire subject land or only to some part thereof, may only be affected by judicial proceedings in a court of competent jurisdiction, applying the statutory and regulatory provisions of the Forest Legacy Act (Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990). Such court will determine whether conditions exist for termination and extinguishment of the Easement and shall, in consultation with the United States Secretary of Agriculture, decide the appropriate method for disposal of the subject land.

**D. Distribution of Proceeds upon Termination/Extinguishment:** The Grantee understands and acknowledges that this Easement was acquired, at least in part, with federal funds under the Forest Legacy Program (Forest Legacy Implementation Guidelines, Part 1, VIII) and the interest acquired cannot be sold, exchanged,

extinguished, or otherwise disposed of except as provided for in that Act. In the event of any sale, exchange, or other disposal as ordered by a court of competent jurisdiction, the United States government must be reimbursed the market value (at the time of disposal) of that percentage of the subject land acquired with federal funds. The United States Secretary of Agriculture may, in the exercise of his or her discretion, and in consultation with said court, consent to such sale, exchange, or disposal upon the Grantee's tender of the required reimbursement funds or of some other, equal-value consideration acceptable to said Secretary and court.

**X. GENERAL TERMS AND CONDITIONS**

A. **Notices:** Any and all notices, demands, requests, consents, approvals, or other communications required or permitted to be given under this Easement shall be in writing, except as otherwise permitted herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth below, or at such other address as the Grantor or grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

Address for Grantor:

Address for Grantee:

B. **Severability:** If any provision of this Easement, or the application thereof, to any person or circumstance, is found to be invalid by a court of competent jurisdiction or otherwise, the remainder of the provisions of the Easement or the application of such provision as was invalidated to persons or circumstances other than those to which it was found to be invalid, as the case may be, shall not be affected thereby.

C. **Condemnation:** In the event that all or a part of the subject land is taken in an exercise of eminent domain by public, corporate, or other authority so as to abrogate this Easement in whole or in part, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking. All incidental or direct costs and expenses incurred by the Parties in jointly recovering the damages of such taking shall be paid out of the damages recovered.

The balance of the sum recovered shall be divided between the Grantor and Grantee in the same ratio or proportion as their respective market value shares in the subject land based on the required appraisal performed immediately prior to the entry into force of this Easement. The Grantee shall use such sums recovered in a manner consistent with and in furtherance of one or more of the purposes of this Easement set out in Section I, subject to the repayment or reimbursement of the federal government's share as outlined in Paragraph IX.D.

**D. Dispute Settlement, Mediation, and Arbitration:** In the event of a disagreement or dispute between the Parties concerning any of the provisions of this Easement, the Parties may submit the issue(s) to either mediation or arbitration and shall participate in such proceedings and discussions in good faith. The Parties agree that mediation or arbitration shall not operate to stay any proceeding that either party may institute in a court of competent jurisdiction. Any arbitration determination shall not be binding upon the Parties unless they have agreed to be so bound in advance of such determination. Arbitration shall be conducted by three (3) independent arbitrators qualified to act as such and knowledgeable concerning local forest management and conservation practices. The Grantor shall select or name one (1) of the arbitrators, the Grantee shall select or name one (1) of the arbitrators and the final arbitrator shall be selected or named by the two arbitrators already named by the Parties. Nothing in this paragraph shall act to bar or stay either of the Parties rights to initiate or have any disputed issue determined by a court of competent jurisdiction.

**E. Separate Counsel:** Grantor acknowledges that he/she/it has been represented by legal counsel of his/her/its own selection or has had the opportunity to be so represented. Grantor understands fully that he/she/it is committing himself/herself/itself to the ongoing and perpetual practice of forestry on the subject land and is relinquishing certain rights that he/she/it would otherwise have to the full use and development of the subject land.

**F. Rules of Construction:** It is expressly understood and agreed that this Easement has been acquired and granted pursuant to and in furtherance of federal law and, notwithstanding any provision of state law, that this instrument shall be construed to effect the purposes of the federal Forest Legacy Program (Forest Legacy Program Implementation Guidelines, Part 1, X,1) extant on the date this Easement enters into force. With the exception of the preceding rule, any other general rule of construction notwithstanding, this Easement shall be construed so as to preserve, protect, and further the purposes set out in Section I to the fullest extent possible. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Easement's purposes that would render the provision valid and enforceable shall be favored over any interpretation that would render it invalid or unenforceable. For purposes of construing this Easement, neither of the Parties shall be deemed to be the drafter thereof.

**G. Controlling Law:** Except where necessary to discern the specific intentions of the federal Forest Legacy Act (Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990), the laws of the Commonwealth of Pennsylvania shall govern the interpretation and performance of this Easement.

**H. Adherence to Other Laws/Regulations:** Nothing in this Easement shall be construed to permit or authorize any activity by either of the Parties, individually or jointly, which is otherwise prohibited or circumscribed by any federal, state or local law or regulation.

I. **Binding Effect on Grantee:** Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein reserved to and incumbent upon Grantee, all in the furtherance of the purposes for which this Easement is delivered.

J. **Miscellaneous:** Nothing herein shall be construed as an authorization or requirement by the United States government to expend or obligate monies or funds of the Commonwealth of Pennsylvania in advance of appropriation thereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor and Grantee have executed this DEED OF FOREST LEGACY CONSERVATION EASEMENT as of the day, month and year first written above.

_____	_____
Grantor	Grantee
_____	_____
Witness	Witness
_____	_____
Date	Date

(After this, there will follow an Acknowledgement or Notary Page and a Page for all necessary Commonwealth Signatures)

**APPENDIX XII**

**FOREST LANDOWNER LEGACY APPLICATION**  
**Application for Including Your Land in the Forest Legacy Program**

Application Number (To be assigned by state): \_\_\_\_\_ Date: \_\_\_\_\_

*I, \_\_\_\_\_, as the landowner agree to allow inspection, appraisal, and survey of my property being offered for consideration under the Forest Legacy Program. I agree to allow members of the U.S. Forest Service, The Pennsylvania Department of Conservation and Natural Resources, or any of their staff or agents to inspect the property as may be required at any time. I, of course, will be notified in advance at below stated phone, e-mail or address.*

Name\*: \_\_\_\_\_

Phone (daytime): \_\_\_\_\_ (evening): \_\_\_\_\_

\*Attach separate pages as required to list additional owners

Contact Person/Agent of landowner (if same, leave blank): \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Landowner (or agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Agent of Sponsoring Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of State Agent of Forest Legacy Program

\_\_\_\_\_  
Date

Application Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPERTY LOCATION:**

Forest Legacy Area: \_\_\_\_\_

Township of Property: \_\_\_\_\_

Number of Acres to be Enrolled: Forest \_\_\_\_\_ Open land \_\_\_\_\_ Total \_\_\_\_\_

PA House District: \_\_\_\_\_

PA Senatorial District: \_\_\_\_\_

U.S. Congressional District: \_\_\_\_\_

**LANDOWNER GOALS:**

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**TRADITIONAL FOREST VALUES, TO INCLUDE TIMBER HARVESTING:**

(i.e., site history and use in last 100+ years)

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**THREATS OF PARCELIZATION OR CONVERSION:**

(i.e., do you plan to sub-divide property, do others in the areas etc.)

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**SIGNIFICANT RESOURCE VALUES:**

(i.e., List of significant scenic, natural, recreational, wildlife, timber and other resource values)

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**INDICATE RIGHTS TO BE RETAINED, SOLD OR UNCERTAIN:**

<b>Retain</b>	<b>Sell</b>	<b>Uncertain</b>	<b>Right</b>
_____	_____	_____	Development
_____	_____	_____	Public Access

**CONFIDENTIAL:**

The following information will remain confidential until:

1. The transaction is approved and all financial transactions are concluded,
2. All titleholders give permission to release the information.

**FINANCIAL INFORMATION:**

State value of easements (rights) to be enrolled in the Forest Legacy Program and method of determination of value (appraisal, estimates etc.)

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What is the approximate sale price of the rights being offered?

\_\_\_\_\_ /acre

\_\_\_\_\_ /total

State value of landowner contribution, if any, in donated In-Kind Service or money.

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**LIENS AND ENCUMBRANCES:**

List any and all Liens and Encumbrances on the property purchased for enrollment in the Forest Legacy Program. Examples: utility easements, public right of way, water flow or use restriction, septic system or water easements, deed restrictions, tax liens, pre-existing contracts on timber rights, etc.

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**AMICABLE AGREEMENT:**

The property/easement will NOT be purchased if negotiations do not result in an amicable agreement between the property owner and the government.

The information provided above is true to the best of my knowledge and belief. All titleholders must sign. *I recognize that I have the right to have an attorney or accountant review all materials. I further recognize that by entering into this agreement I am forever forfeiting certain rights to the use of this property as described in the terms and conditions of the easement.*

Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Application Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Answer the following questions in relation to the applying property:**

**Development Threats:**

1. Is there a waterfront either on the boundary of the property or within the boundaries of the property? A waterfront is defined as water navigable by recreational watercraft, such as a canoe. What is the approximate footage of waterfront on the property?

2. How close is non-forest use from the property? Please answer in miles and add what type of non-forest use it is. Non-forest use is defined as: uses of the land inconsistent with traditional forest uses including, but not limited to, residential subdivisions, commercial development, extensive pasture (generally meaning more than 10 percent), cultivated farmland, and mining that causes extensive surface disturbance. Is there currently any drilling for oil or gas on the property?

3. Are public water and/or sewer lines located on the property or less than 1 mile from the property? If so, how far (in fractions of a mile) are the water/sewer lines from the property?

4. Is there more than a mile of public road frontage on the property? Is this road frontage paved? If public road frontage is less than one mile, what fraction of a mile of road frontage exists – and is that frontage paved?

5. Has this project received written support from the local government? Please include any letters of support with your application.

6. Is this landowner a private forest landowner or a forest industry landowner?

**Forest Resources:**

7. Consult the Soil Survey of your property. What percentage of soils on your property are Soil Types 1 and 2?

8. Are there any sawmills within a 50-mile radius of the property? If there are 5 or more, simply state “more than 5.” If there are less than 5, please state the number. Note: these sawmills must cut at least a half-million board feet per year.

9. Has the local forest industry written in support of this property? If so, how many letters were received? If the local forest industry has written letter(s) of opposition to this property, please state the number of letters received to this effect. Please include any letters of support or opposition with your application.

**Water Quality:**

10. Are any of the following statements true of the property? If so, indicate which apply and briefly elaborate.

- Contains an Exceptional or High Value Stream
- Makes a contribution to the public water supply
- Makes a contribution to a Wilderness Trout System
- Contains a Fishery Restoration Area
- Contains a Cooperative Restoration Project
- Has a river conservation plan that contains a recommendation to conserve the property.

**Habitat:**

11. Are any of the following statements true of the property? If so, indicate which apply and briefly elaborate.

- Has a PA Natural Diversity Index (PNDI) occurrence
- Is part of an Important Bird Area
- Is a priority in a county natural area
- Contains a mix of species/biodiversity (be sure to elaborate on this element as much as possible)

**Scenic/Cultural/Recreational Opportunities:**

12. Are any of the following statements true of the property? If so, indicate which apply and briefly elaborate.

Has a scenic viewshed or unique interpretive opportunity

Contains a public trail, offers public access, is part of a greenway right-of-way site

Contains important cultural/historic resources

**Complementary to Legally Protected Land:**

13. Are any of the following statements true of the property? If so, indicate which apply and briefly elaborate.

Legally protected land is within a 10-mile radius of this property

This property provides connectivity between legally protected lands

14. Is the property adjacent to legally protected land? If so, what legally protected land is adjacent? Examples of legally protected land: State Forest, State Park, State Game Lands, Federal Lands, County or local parks, reservoirs, lands owned by land trusts/conservancies, lands covered by conservation easement, lands with deed restrictions, etc...

15. Does the property “complement federal investments?” Examples: is the property in an area that is part of a national initiative that has received funding in the past (such as the Chesapeake Bay Watershed) – is the property near or adjacent to land that was purchased, at least in part, by federal funds (such as some State Game Lands) – is the property near or adjacent to property with a cost-shared Forest Stewardship Plan – is the property near or adjacent to a project funded, at least in part, by any branch/entity of the federal government – have federal grant monies been used on this property or on nearby/adjacent properties?

**Other Information:**

16. Who owns the oil, gas, coal, and mineral rights to this property?

17. Does the township(s) involved have a timber harvesting ordinance? If so, please include a copy of the ordinance.

18. As of now, do you know where the 25% cost share for this property will come from? If so, please specify the source(s).

19. Has the landowner read and understood the sample conservation easement contained in the Guidebook? Does the landowner plan on using that sample easement for his/her property?

20. Are there any liens or encumbrances on the property?

21. Does the landowner have a reasonable expectation of the value of the conservation easement?

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.

**CHECKLIST:**

Make sure that you have included four copies of the following:

- \_\_\_\_\_ The 9-page application
- \_\_\_\_\_ Road map or topographic map with plot highlighted (7-1/2 minute)
- \_\_\_\_\_ Copy of survey or plat map denoting the land area offered
- \_\_\_\_\_ Legal description (copy of deed)
- \_\_\_\_\_ List of current improvements (is important to include ALL: such as wells, barns, houses, dams, roads, trails, spring-houses, dumps and waste disposal sites or other man-made structures)
- \_\_\_\_\_ Map identifying above stated structures
- \_\_\_\_\_ Forest Stewardship plan (if one exists at the time of application)
- \_\_\_\_\_ An aerial photo of the area with the property boundaries identified

## APPENDIX XIII

### Forest Legacy Program Acquisition Check List

<u>Date Completed</u>	<u>Action Required</u>
<input type="checkbox"/> _____	Landowner information (name, address, phone)
<input type="checkbox"/> _____	Verify the tract is located within an approved FLA
<input type="checkbox"/> _____	Forest Landowner Legacy Application
<input type="checkbox"/> _____	Written Survey of the tract and map
<input type="checkbox"/> _____	Landowner Inspection Consent Agreement
<input type="checkbox"/> _____	State Forest Stewardship Committee Recommendation
<input type="checkbox"/> _____	Amicable agreement/Non-Condemnation letter sent to the landowner (sometimes application includes this notification)
<input type="checkbox"/> _____	Determination in writing, by State lead agency that mineral rights either will not interfere with FLP purposes or need to be acquired
<input type="checkbox"/> _____	Deed of Conservation Agreement/Deed for Fee that includes the following <ul style="list-style-type: none"> <li>a. A Forest Legacy Purposes Clause</li> <li>b. The reversion of funds for Forest Legacy inconsistency clause</li> <li>c. Assure a conservation easement meets purposes of FLP</li> <li>d. Assurance that the rights acquired are perpetual</li> <li>e. Assure that a governmental entity holds interests acquired, and that any assignment of rights acquired is only to a governmental entity</li> </ul>
<input type="checkbox"/> _____	Additional warranty deeds, covenants, restrictions
<input type="checkbox"/> _____	Tracking/documentation of negotiation steps
<input type="checkbox"/> _____	Appraisal
<input type="checkbox"/> _____	Qualified Review Appraisers report that the appraisal meets Federal appraisal standards AND the qualifications of the review appraiser (Federal payment may be no more than the appraised value)
<input type="checkbox"/> _____	Assure title is free and unencumbered or that title insurance is secured for the full value of the encumbered property
<input type="checkbox"/> _____	Notification of county or local government
<input type="checkbox"/> _____	Forest Stewardship Plan or equivalent
<input type="checkbox"/> _____	Documentation of any past land management
<input type="checkbox"/> _____	Closing Statement
<input type="checkbox"/> _____	Copies of check
<input type="checkbox"/> _____	Copies of grant reimbursement or expenditure
<input type="checkbox"/> _____	Landowner correspondence
<input type="checkbox"/> _____	Press Release or public notification that Forest Service provided money for acquisition
<input type="checkbox"/> _____	Monitoring records and history (Periodic, not less than annually)

## APPENDIX XIV

### Forest Legacy Program Donation Check List

- | <u>Date Completed</u>          | <u>Action Required</u>                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____ | Assure the donation contributes to the objectives and priorities of the State Forest Legacy Program as set forth in the Assessment of Need                                                                                                                                                                                                                                                          |
| <input type="checkbox"/> _____ | Receipt of letter from the landowner stating that the donation be counted as a non-Federal cost-share for the Forest Legacy Program at time of transfer                                                                                                                                                                                                                                             |
| <input type="checkbox"/> _____ | Document location of donation and that it is in a qualified area (e.g. Forest Legacy Area, National Forest Boundary...)                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/> _____ | Deed includes the following <ul style="list-style-type: none"> <li>a. A Forest Legacy Purposes clause</li> <li>b. Extinguishment clause stating any proceeds will be invested in land that will meet the same goals</li> <li>c. Assure donation has perpetual covenants to assure that the tract will be managed in a manner compatible with the goals for which the FLA was established</li> </ul> |
| <input type="checkbox"/> _____ | The donee is a unit of government or a non-profit conservation organization (land trust) that meets the eligibility requirements for holding a conservation easement established by the Internal Revenue Service                                                                                                                                                                                    |
| <input type="checkbox"/> _____ | Value of donation is established with an appraisal acceptable to the IRS                                                                                                                                                                                                                                                                                                                            |
| <input type="checkbox"/> _____ | Title is free and clear or title insurance has been obtained                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> _____ | Assure the donation has not been previously credited towards any other Federal program's non-Federal Cost-share                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> _____ | The parcel is adequately described or surveyed                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> _____ | State lead agency has approved in writing that the donation contributes to the cost-share                                                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/> _____ | Forest Stewardship Plan completed                                                                                                                                                                                                                                                                                                                                                                   |