

Housatonic River Basin Natural Resources Restoration Project
Natural Resources Trustee SubCouncil for Connecticut
Request for Supplemental Information (RSI)
INSTRUCTIONS

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INLAND FISHERIES

PART A: SPONSOR AND PROJECT SUMMARY FORM

Please read "Request for Supplemental Information (RFI) OVERVIEW" and this document, "Request for Supplemental Information (RSI) INSTRUCTIONS" before completing this form.

Part A must be completed using this "Sponsor and Project Summary Form"

SPONSOR INFORMATION

Type of Entity Check the box that best describes the sponsor.

- | | |
|---|--|
| <input type="checkbox"/> Private individual | <input type="checkbox"/> Municipal government |
| <input checked="" type="checkbox"/> Non-profit organization | <input type="checkbox"/> Corporation or Business |
| <input type="checkbox"/> State government | <input type="checkbox"/> County government |
| <input type="checkbox"/> Federal government | <input type="checkbox"/> Academic Institution |
| <input type="checkbox"/> Tribal government | <input type="checkbox"/> Other (explain) |

Authorized Representative of Sponsor

Jason Miner

Name

The Nature Conservancy

Title

Berkshire Taconic Landscape Program Director

Address

404 LeGeyt Road

City State Zip

Sheffield MA 01257

Phone

413-229-0232

Email

jminer@tnc.org

Contact Person (if different from Authorized Representative):

Name

Title

Address

City State Zip

Phone

Email

Project Name Provide a brief working name:

Salmon Creek / Housatonic River Land Protection Project

Project Location

Attach an 8.5 x 11-inch map or copy of an aerial photograph showing project location and extent. Include pertinent topographic and geographic information, a scale, and north arrow.

State(s), Municipality/ies: CT, Salisbury

Longitude for approximate center of project area: 41° 57' N

Latitude for approximate center of project area: 73° 24' W

NOTE: If a specific location(s) has/have not been selected yet, include in Part C a narrative describing how project location(s) will be selected.

Restoration Priority Category See Appendix C of these Instructions for Restoration Priority Category Descriptions

Primary Category. Check the restoration category that is the primary goal of the project. Check one box.

- Aquatic Natural Resources Restoration/Enhancement
- Riparian & Floodplain Natural Resources Restoration/Enhancement
- Restoration/Enhancement of Recreational Uses of Natural Resources

Secondary Categories. Check all relevant boxes.

- Aquatic Natural Resources Restoration/Enhancement
- Riparian & Floodplain Natural Resources Restoration/Enhancement
- Restoration/Enhancement of Recreational Uses of Natural Resources

List Specific Injured Natural Resources and/or Impaired Natural Resource Services to Benefit from Project

Riparian and Floodplain Forests Natural Resources

Project Budget Summary

Complete the table below to summarize the budget information that is detailed in Part D: Project Budget Narrative and Forms. Sponsors are advised to complete Part D (Project Budget Narrative and Forms) before filling in the table below.

Housatonic River NRD Funds – Requested	Other Contributions (Committed)	Other Contributions (Not Committed)	Total Project Cost (boxes 1+2+3)
1. From Part D, Table 2, Box 5 \$557,810	2. From Part D, Table 2, Box 6 \$10,000	3. From Part D, Table 2, Box 7 \$500,000	4. From Part D, Table 2, Box 8 \$1,056,500
Amount of Other Contributions to Be Considered as Cost-Matching to NRD Fund Request			
5. \$510,000			

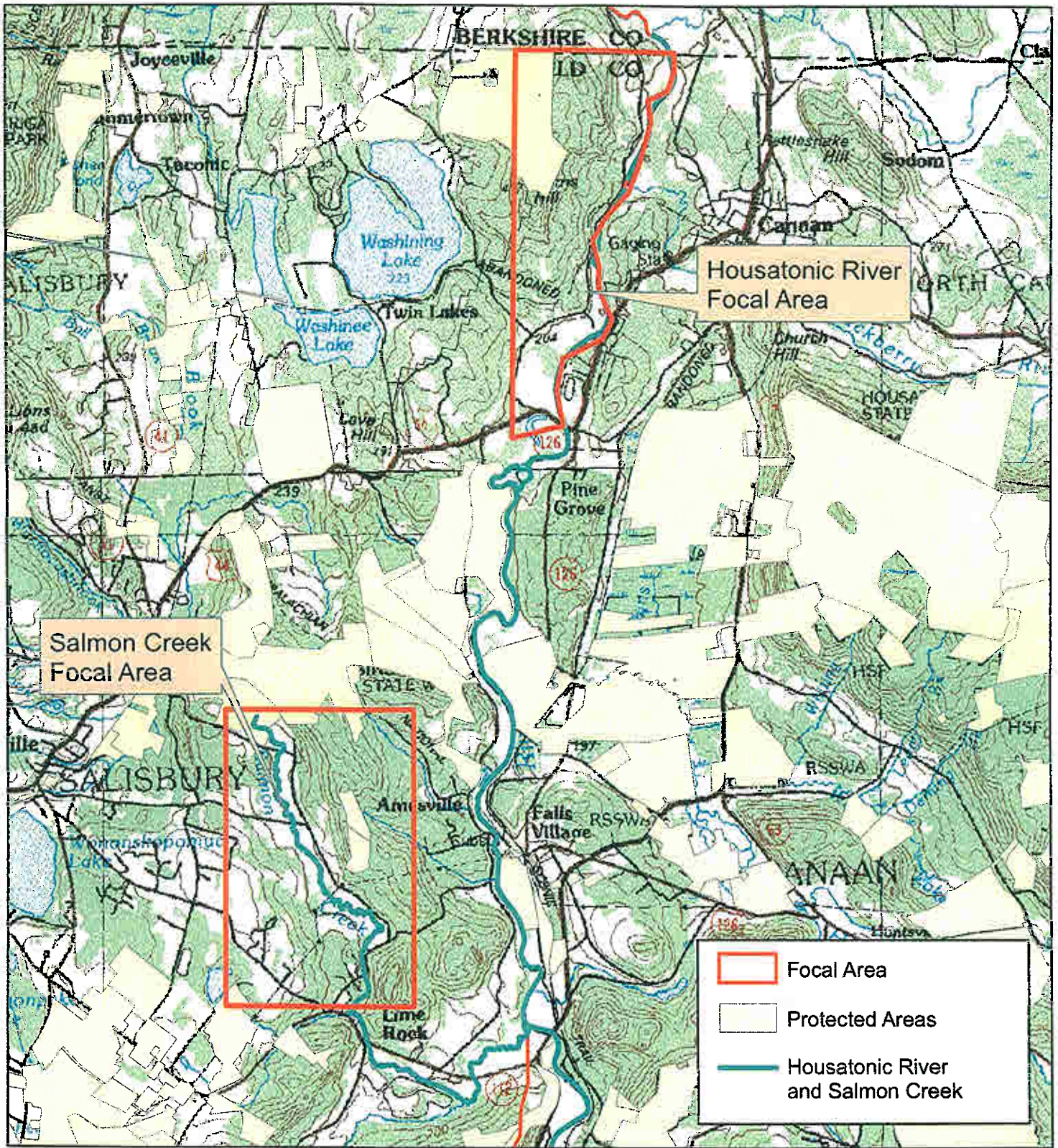
Authorizing Statement

I hereby declare that the information included in this project submission and all attachments is true, complete, and accurate to the best of my knowledge, and that the proposed project complies with all applicable state, local, and federal laws and regulations.



 Signature of Sponsor or Sponsor Representative 6/19/07
Date

 JASON MINER
 Name of Sponsor or Sponsor Representative
 (Type or print clearly)



Salmon Creek-Housatonic River Land Protection Project

The Nature Conservancy

NRD RSI

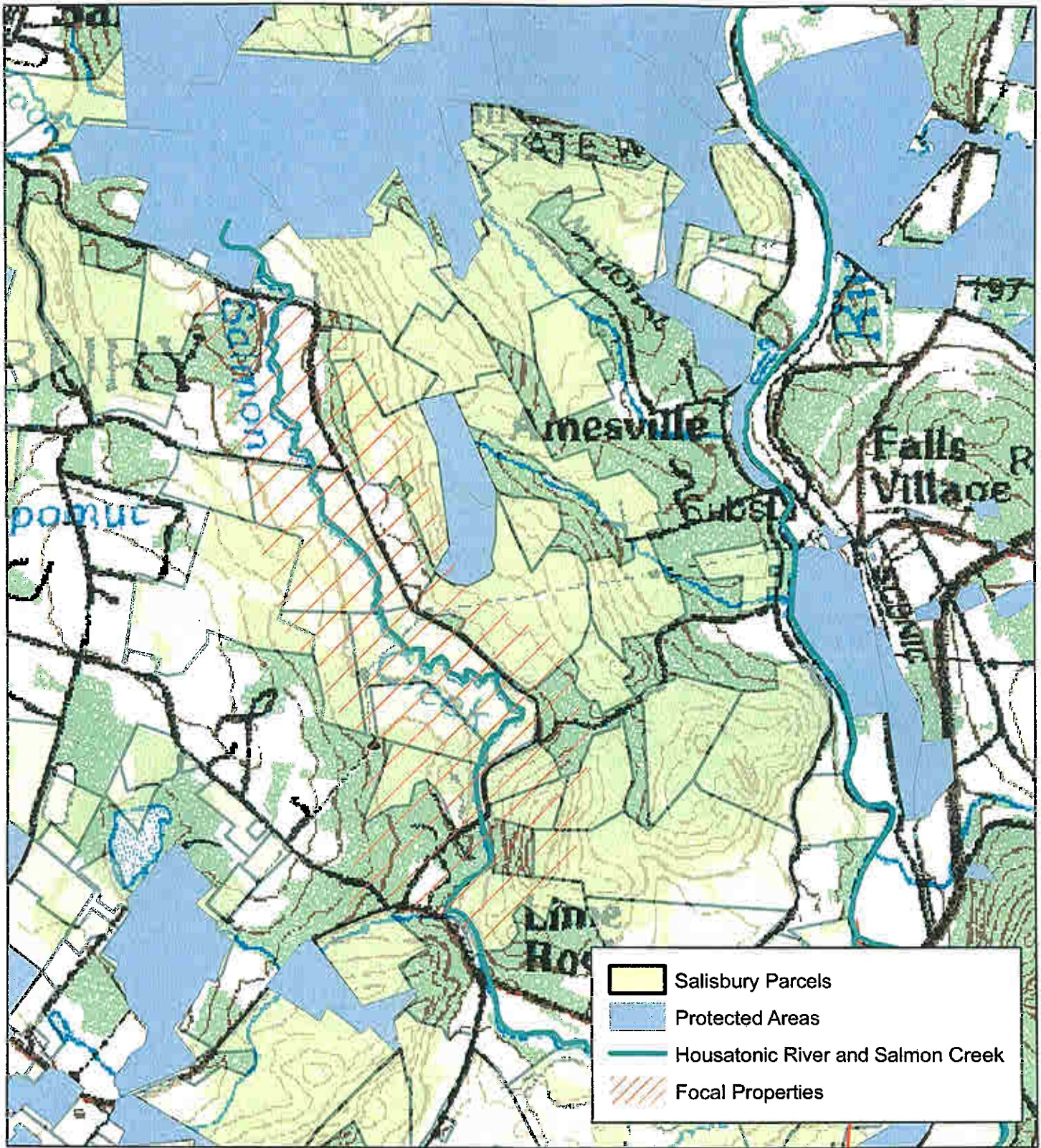


0 0.5 1 2 3 4 Kilometers



SAVING THE LAST GREAT PLACES ON EARTH

Data Sources:
 USGS Topo 1:25,000
 US EPA Basins 1999
 Parcel data by HVA
 Managed Areas data by CTFO
 Map by J. Toro
 TNC copyright 2007



Salmon Creek-Housatonic River Land Protection Project

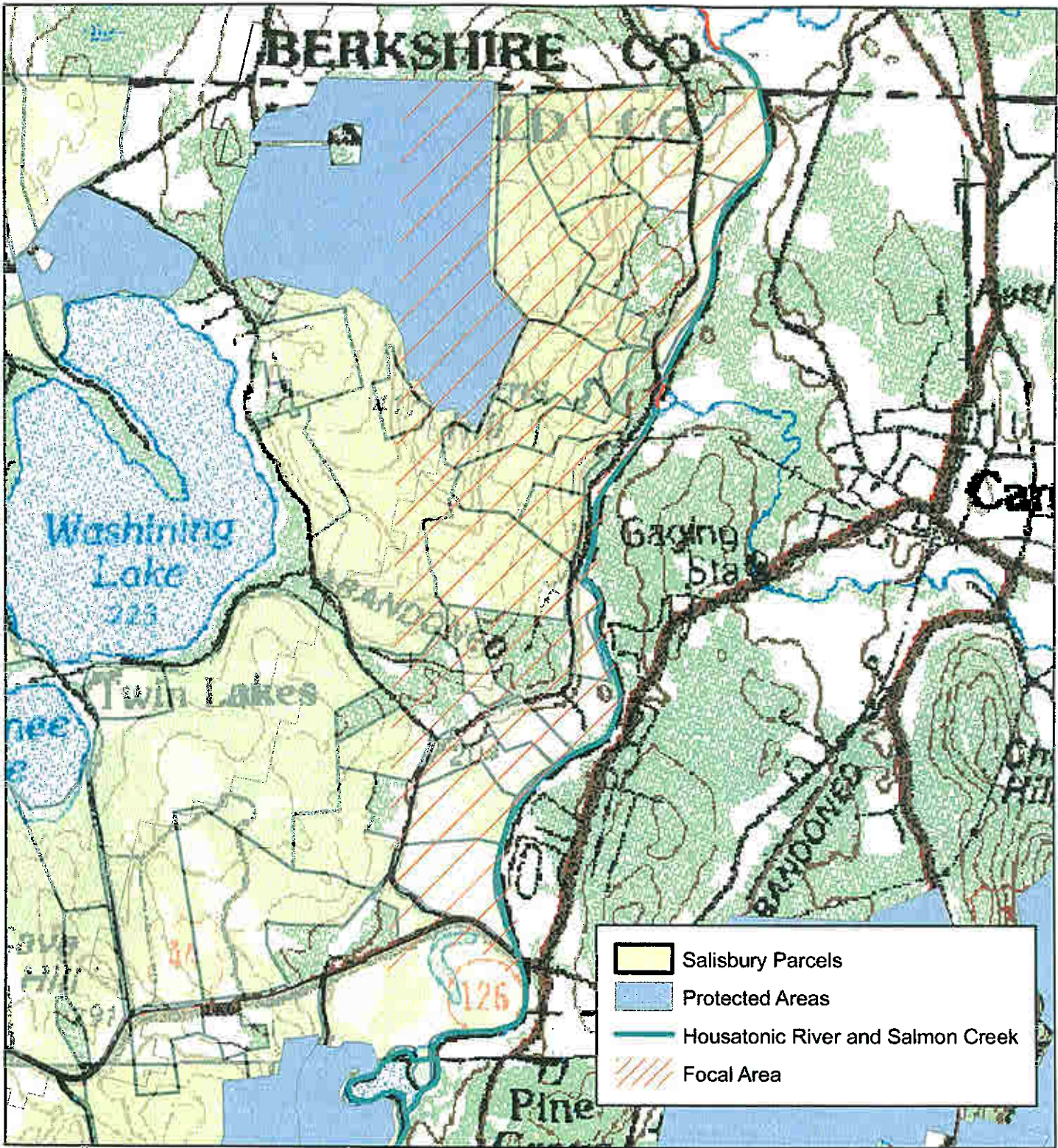
Salmon Creek Focal Area

NRD RSI

Data Sources:
 USGS Topo 1:25,000
 US EPA Basins 1999
 Parcel data by HVA
 Managed Areas data by CTFO
 Map by J. Toro
 TNC copyright 2007



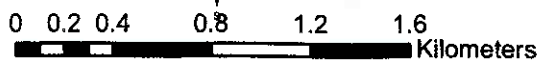
SAVING THE LAST GREAT PLACES ON EARTH



Salmon Creek-Housatonic River Land Protection Project Housatonic River Focal Area

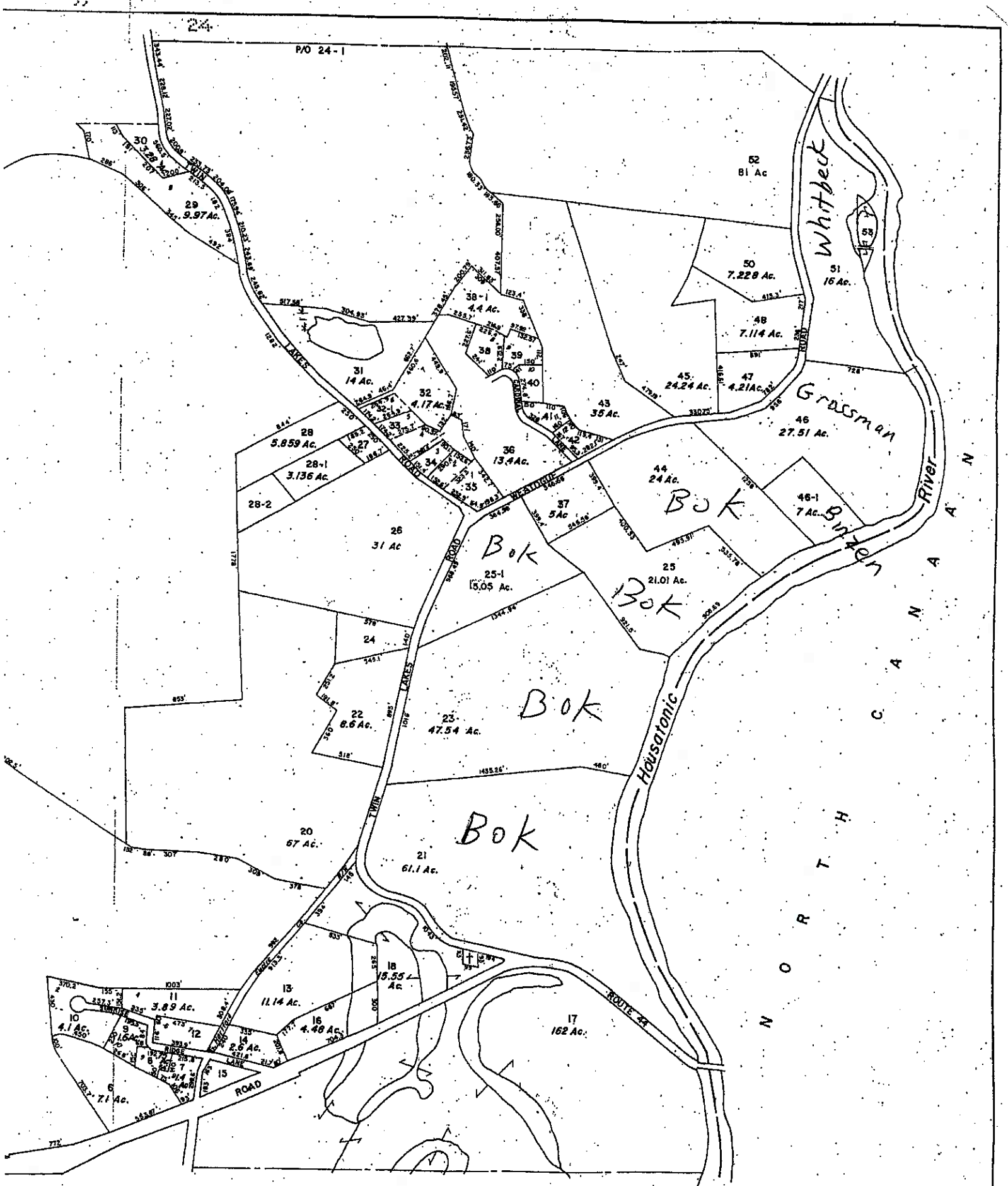
NRD RSI

Data Sources:
 USGS Topo 1:25,000
 US EPA Basins 1999
 Parcel data by HVA
 Managed Areas data by CTFO
 Map by J. Toro
 TNC copyright 2007



The Nature Conservancy 

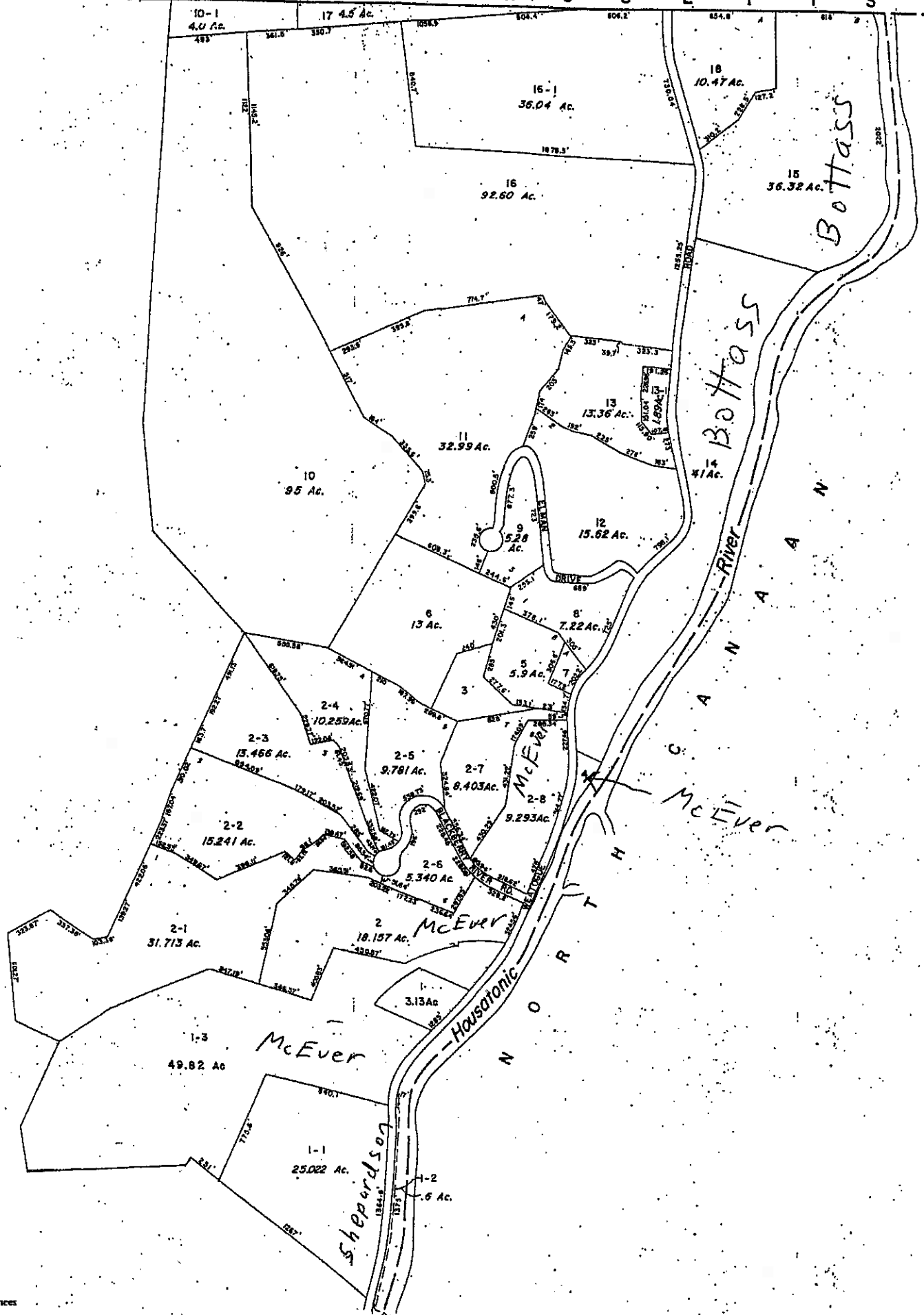
SAVING THE LAST GREAT PLACES ON EARTH



PROPERTY MAP
 TOWN OF SALISBURY
 LITCHFIELD COUNTY, CONNECTICUT

PREPARED BY
 JAMES W. SEWALL COMPANY OLD-TOWN, MAINE
 SCALE 1 INCH = 400 ± FEET

M A S S A C H U S E T T S



Salmon Creek/Housatonic River Land Protection Project: Part B

The goal of the Salmon Creek/Housatonic River Land Protection Project is to acquire conservation easements on 200 acres of riparian land in Salisbury, CT, within the watershed of the Housatonic River upstream of Derby Dam. The two prioritized areas are Salmon Creek and a reach of the mainstem Housatonic upstream of Route 44 and downstream of the Massachusetts state border. The long-term protection of these parcels will provide higher quality water in the Housatonic River, a refugia for plants and animals to repopulate the Housatonic River, and habitat for migratory corridors for wide-ranging birds and animals. This project will protect and restore natural habitat resources, accelerate the natural recovery process, and protect investment in other non-profit's restoration work, all serving to compensate the public for interim losses not addressed by the PCB cleanup activities.

This project will be completed through a partnership with the Salisbury Association Land Trust (SALT) and The Trustees of Reservation (TTOR). The acquisition of the conservation easements and the drafting of the management plans will be completed by January 2010. This project will also complement the efforts of Trout Unlimited to restore and replant riparian corridors and instream habitat in Northwestern Connecticut.

Salmon Creek/Housatonic River Land Protection Project: Part C

1.1 Project Goals and Objectives

The release of hazardous materials from the General Electric facility in Pittsfield, MA caused a variety of damage to natural resources in the northwestern Connecticut. In addition to instream damage, the release of hazardous materials harmed terrestrial, riparian, and floodplain ecosystems as well as the wildlife dependent on these ecosystems.

The goal of the Salmon Creek/Housatonic River Land Protection Project is to protect riparian and floodplain ecosystems in two prioritized areas through the acquisition of conservation easements. The two prioritized areas are Salmon Creek and a reach of the mainstem Housatonic upstream of Route 44 and downstream of the Massachusetts state border. This project will protect and restore natural habitat resources, accelerate the natural recovery process, and protect investment of other non-profit organization's restoration work, all serving to compensate the public for interim losses not addressed by the PCB cleanup activities.

The project objective is to acquire conservation easements on 200 acres of riparian land in Salisbury, CT, within the watershed of the Housatonic River upstream of Derby Dam, and protect these areas for natural regeneration or active restoration of riparian and floodplain habitat. The Housatonic focal area provides buffer to the Housatonic River directly, and is a continuation of floodplain forest restoration The Nature Conservancy is conducting across the border in Massachusetts.

This project will be completed through a partnership with the Salisbury Association Land Trust (SALT) and The Trustees of Reservation (TTOR). This project will also complement the efforts of Trout Unlimited to restore and replant riparian corridors and instream habitat in Northwestern Connecticut.

Measurable parameters include 1) success in meeting the acreage target for protected land and 2) professional monitoring of conservation easements on an annual basis to guarantee the protection of targeted resources.

1.2 Project Scope and Project Implementation Plan

Landowners in the two focal areas will be contacted to assess interest in selling, bargain selling, or donating conservation easements. Conservation easements will be negotiated with willing landowners. The easements will contain language permanently protecting natural floodplain and riparian characteristics. If possible, easements will contain a positive right allowing a conservation non-profit organization to restore natural habitat on the subject property. Funding will pay landowners for the rights which they are willing to restrict through conservation easements. .

The parcels will be assessed for natural resources, rare and endangered plants, animals and natural communities, presence of invasive species (including terrestrial and aquatic), and other potential threats. This assessment will be the basis for management planning and restoration activities.

To ensure long-term protection, TNC or partner organizations will be responsible for monitoring natural characteristics and easements of conservation easements on an on-going, annual basis.

Project Schedule

June 2007

Complete Request for Supplemental Information

Contact landowners interested in conservation easements

September – December 2007

If the project is selected as part of shortlist announcement, the partner organizations will continue negotiations and complete appraisals for the properties.

January 2008

Publication of Draft Restoration Plan with Preferred Project List.

Spring 2008

Final Restoration Plan adopted.

June-December 2008

Grant awards occur.

One of the partner organizations will buy an "Option to Purchase" the properties, and will work with counsel to complete title and due diligence for closing.

January - June 2009

Partners will contract with any necessary consultants or surveyors to facilitate transactions.

Contracts are completed.

Close on properties.

August – December 2009

Complete management plan for properties.

January 2010

Final progress report submitted to CT NRD.

Major phases and milestone tasks

Project Management

- Contact land owners
- Prepare transactional documents based on appraisals and confirmation of funding through NRD fund.
- Complete interim and final reports to CT NRD.

Legal Preparation

- Appraisal
- Survey, if needed
- Title work
- Any environmental hazard assessment

Natural Resource and Aquatic Assessment

- TNC, TTOR, SALT, or contracted specialists will complete natural resource and aquatic assessments.

Purchase of Conservation Easements

- TNC, TTOR, and SALT will finalize language of conservation easements.
- TNC will complete the purchase of the conservation easements and transfer to SALT.

Management and Restoration Planning

- The natural resource and aquatic assessment will be used to develop a management and restoration plan for the site. This plan will identify current and historic threats to the aquatic and terrestrial systems. Strategies and associated timeframes will be developed as well as a viability monitoring plan.

Agreements

The Salisbury Association Land Trust, The Trustees of Reservation and The Nature Conservancy will secure conservation easements for the Salmon Creek and Housatonic River floodplain forest communities. All organizations will focus on reaching out to the landowners along the Housatonic River with a priority given to properties that contain existing floodplain forests. This outreach will increase awareness of threats to the Housatonic River and floodplain forests and the critical role that these forests provide ecologically and aesthetically. The outreach will also help landowners and farmers incorporate best management practices into their uses of their properties. TNC and the SALT will continue to work with the Natural Resource Conservation Service to secure funding to assist in the costs of the acquisition of land now used for agricultural purposes. TNC will facilitate the collection of data on the ecology, botany, and hydrology of the sites and review the final reports. This information will be used to develop a restoration plan and long-term management plan. Conservation easements will be negotiated with landowners as part of the project implementation plan.

The Salisbury Association Land Trust or TTOR will hold the conservation easements (CEs). Some of the landowners have agreed in principle to the agreement. The Nature Conservancy has been working closely with SALT in the discussions. SALT, TTOR and TNC have worked with these landowners and other area farmers for many years. The specifics of the easements will be negotiated during the first year. The process will include the following phases:

Phase 1: Initiate discussions with landowners

Phase 2: Identify prohibited and permitted uses

Phase 3: Draft legal documents (offer, Purchase and Sale, CR)

Phase 4: Order Appraisal

Phase 5: Order Survey (if needed)

Phase 6: Title Work and Title Insurance

Phase 7: Finalize agreement on CE terms.

Phase 8: Gain approval of CE from Town and from MA Executive Office of Environmental Affairs.

Phase 9: Prepare baseline report and establish monitoring timetable

Phase 10: Record CE at Registry of Deeds

Phase 11: Monitoring the CE

Regulatory approval

Conserving riparian land through conservation easements does not require regulatory approval.

2.1 Relevance and Applicability of Project

2.1.1 Location of Project

The project has two locations (i.e. focal areas): 1) riparian areas and floodplains on the mainstem of the Housatonic upstream of Derby Dam in the town of Salisbury, CT. and 2) on Salmon Creek, a high priority tributary of the Housatonic in Salisbury, CT. More specifically, the mainstem Housatonic focus area is the riparian area and floodplain between the Massachusetts state border and CT Route 44. The Salmon Creek focus area is located north of Lime Rock and south of CT Route 44.

2.1.2 Natural Recovery Period

This project will protect ecological resources in the two focal areas accelerate natural recovery by preventing non-compatible uses, and provide the opportunity for other projects to conduct restoration work which will advance the natural recovery period.

This project prevents the conversion of riparian and floodplain land in natural cover to impervious surfaces and other anthropogenic uses that historically reduce riverine biodiversity and water quality. The natural recovery for the land and biological resources protected by this project is not a likely process without the purchase of conservation easements. Northwestern Connecticut is a high value real estate market with great pressure to build primary and secondary residences on suitable land. The riparian areas of the Housatonic are highly threatened by subdivision and development, which would prevent any natural recovery period. This project advances the natural recovery period

by preventing the degradation of these resources, protecting them for the long-term and affording opportunities to actively restore natural characteristics in the future.

2.1.3 Sustainable benefits

The long-term protection of these parcels will provide higher quality water in the Housatonic River, a refugia for plants and animals to repopulate the Housatonic River and its riparian area, and habitat for migratory corridors for wide-ranging birds and animals. This project will achieve long-term and sustainable benefits by incorporating long-term protection with management and developing future restoration opportunities.

2.1.4 Magnitude of Ecological Benefits

The project will provide a high level of ecological benefit by placing these acres into long-term protection and protecting riparian communities of rare plants, animals and natural communities that are threatened by non-sustainable agricultural practices and other land development threats. These areas have been identified as priority areas through The Nature Conservancy's ecoregional planning and conservation area planning efforts, which highlighted areas of the Housatonic as harboring relatively intact large river floodplain forest ecosystems, and areas of Housatonic tributaries, such as Salmon Creek, as critical freshwater resources.

These acquisitions provide an important opportunity to protect continuous riparian buffer and highly threatened floodplain forests. Historically these areas were the first areas to be converted to agriculture and developed into housing. Even today agriculture and other land conversion have limited the opportunities to protect and restore these ecosystems. Non-sustainable agricultural practices have and continue to marginalize the ecological integrity of riparian buffers and floodplain forests along the tributaries and the main stem of the Housatonic River.

2.1.5 Magnitude of Recreational Benefits

This project will provide a long-term scenic benefit to canoeing the mainstem of the Housatonic River. Protection of these habitats benefits recreational fishing and bird watching in Salmon Creek and the Housatonic River.

2.2 Technical Merit

2.2.1 Technical/ Technological Feasibility

The technical feasibility is high. This conservation tool has been successfully used throughout the United States and specifically in Connecticut. The Nature Conservancy has over 50 years of experience in negotiating and completing conservation easements. The sale price may be uncertain until the appraisal is completed and the terms of the conservation easement will need to be finalized through negotiation with the landowner. The survey or other legal issues may delay the completion of the conservation easements. These may affect the implementation schedule outlined above although TNC will have contingency plan to address these aspects of the project and to complete them as quickly as possible.

2.2.2 Adverse Environmental Impact

The placement of conservation easements will not have any adverse impacts on the environment. The project will benefit plant communities by restricting use on the acres to those that meet best management practices and that promote wildlife habitat. The conservation easements will limit activities in and near streams and associated wetlands thereby enhancing aquatic, wetland and riparian communities and mitigating any soil or groundwater impacts.

2.2.3 Human Health and Safety

There will not be any adverse human health or safety issues associated with this project.

2.2.4 Measurable Results

The measurable result of this project is the long-term protection of critical natural resources. Measurable parameters are 1) success in meeting the acreage target for connected riparian and floodplain corridors and 2) success in achieving milestone tasks.

The monitoring plan will evaluate completion of the conservation easements placed on targeted acreage and progress on achieving the milestone tasks within the project schedule set forth in section 1.2. TNC will submit bi-annual progress reports outlining accomplishments of major tasks.

If the objectives of this grant are not met due to the nature of land negotiations, The Nature Conservancy and the Salisbury Association Land Trust will identify other prioritize parcels for land protection.

2.3 Project Budget

2.3.1 Relationship of Expected Costs to Expected Benefits

This project demonstrates a significant benefit to the natural resources for a reasonable cost. As the costs of acquiring land increase over time in this area, the possibility for long-term protection decreases. The opportunity to acquire long-term protective status over these acres may only be currently available at market values that are affordable. Land protection is the first step in securing the long-term restoration of these critical habitats.

2.3.2 Implementation-Oriented

The NRD funds will be used for acquiring the conservation easements on 200 acres. All funds to be used to manage the project will be provided by TNC while over 85% of the NRD funds will go towards the acquisition of the conservation easements.

2.3.3 Budget Justification and Understanding

Budget numbers are based on identifying the number of acres we seek to protect, identifying an informed price per acre for conservation easements in the area, and identifying associated costs of the transaction, including monitoring and surveying for important ecological information.

Professional appraisers appraise the value of conservation easements. These appraisals are expensive and are generally not contracted until the landowner has agreed in principle to a conservation easement. For this reason, not all properties subject to this grant have recent appraisals. However, because the area is of great importance, we do have two recent appraisals on which to base our budget.

2.3.4 Leveraging Additional Resources

The Nature Conservancy will commit matching funds and in-kind services to leverage NRD funds to further increase the natural resource benefits. The matching funds will pay for project management, legal fees and closing costs. By initiating this project, TNC hopes to build momentum for floodplain forest and riparian restoration with partners in this area. Through the efforts of contacting potential landowners, The Nature Conservancy will provide interested landowners information on best management practices for riparian buffers and floodplain forests.

2.4 Socioeconomic Merit

2.4.1 Community Involvement and Diversity

Through the partnership of TNC and the Salisbury Association Land Trust, there will be opportunities for the volunteers to assist with data collection to inform the management planning and monitoring of the conservation easements.

The project will also form a series of partnerships and initiatives that will have long-lasting ramifications on the community's knowledge and understanding of the value of preserving and restoring native habitats in the Housatonic watershed, as well as the capacity to act on that knowledge.

2.4.2 Adverse Socioeconomic Impacts

Beside the ecological benefits, there is a positive social benefit of protecting the natural resources on these acres by increasing the wildlife and natural resources for neighboring properties, by providing job opportunities to surveyors and natural resource professionals, and by protecting and enhancing the water quality and natural resources of this tributary of the Housatonic River.

2.4.3 Coordination and Integration

This project complements the goals and priorities described in the Department of Environmental Protection's *Green Plan: Guiding Land Acquisition and Protection in Connecticut, 2007-2012*. The protection of the natural resources will assist in meeting the goals to preserve 11% of Connecticut by municipalities, private non-profit organizations, and water utilities. The ecological communities that the conservation easements would protect are listed as priorities for acquisition and protection considerations. Lastly, the project will match the approach to agricultural land outlined in the plan. This project will integrate protection of farmland with the ecological protection and enhancement of the quality of habitat.

This project also complements the Town of Salisbury's *Town Plan of Conservation and Development*. This project will meet with the town's overall policy to: protect and conserve as much as possible of its most distinctive and diverse natural resource and rural landscape features. The natural and cultural resources identified in the town plan are (1) major lakes, Housatonic River, aquifer and bedrock groundwater supply areas, water supply wells and recharge areas, inland wetlands, gobs, marshes, and streambelts; (2) active farmlands, and large contiguous areas of prime and important farmland soils, and forestlands; (3) recreation resources; (4) views, vistas, ridgelines and State and town scenic road corridors; (5) wildlife corridors and resources, including important plant and animal habitats and other unique or fragile features; and (6) historic resources, including many historic homes both in village centers and throughout the Town, farm structures, and structures and artifacts relating to colonial industries. This project will protect the first 5 of these identified priorities by protecting critical stream corridors, priority farm areas, and natural resources along scenic roads with scenic views and vistas

2.4.4 Public Outreach

The Nature Conservancy and the Salisbury Association Land Trust in collaboration with Natural Resource and Conservation Service (NRCS) will provide interested landowners information on best management practices for riparian buffers and floodplain forests. This partnership will also distribute to farmers information about the various Farm Bill Programs (CREP, WRP, WHIP) which help fund the implementation of Best Management Practices (BMPs) in riparian areas.

2.5 Applicant Implementation Capacity

2.5.1 Technical Capacity of Applicant and Project Team

The project team leadership is experienced in all elements of the project, having helped pioneer management projects to control non-native invasive plants in the Berkshire Taconic Landscape, started land preservation work in the Sheffield floodplain forest, and develop a native plant seed bank on a large scale for public use in the Housatonic Watershed. The project team will include Jason Miner, TNC BTL Director; Jessica Toro, Conservation Program Manager; George Massey, Salisbury Association Land Trust President; The Trustees of Reservation staff and NRCS conservation staff.

Jason Miner, Geoffrey Hughes Berkshire Taconic Landscape Program Director for TNC, holds a law degree from Duke University, a Master's of Environmental Management from Duke, and a Biology degree from Amherst College. Jason has worked in habitat protection for eight years during which he has managed the Berkshire Taconic Program, the Fish Refuge Program for Oregon Trout, and multiple instream and riparian habitat restoration projects.

Jessica Toro, Conservation Program Manager for TNC, has designed and overseen the management and restoration of multiple rare calcareous fen communities and the habitat for federally listed species, including the efforts in Bauer Woods. Jessica also oversees the invasive species control project, Weed It Now. Weed It Now (WIN) is a 5-year, \$1

million effort to remove invasive plants from 9,000 acres of the critical forest habitat on the Berkshire Taconic plateau, which includes portions of CT, MA and NY.

George Massey has been a member of the Salisbury Association Land Trust for 25 years and co-chairman for the last 6 years.

2.5.2 Administrative Capacity of Applicant and Project Team

The Nature Conservancy will administer the grant and oversee the activities in partnerships described above. TNC has successfully administered many public and private grants including a US FWS Private Stewardship Grant and NRCS WHIP grants. TNC's administrative staff will oversee the administration of the grant and to conduct a financial review of all its activities

2.5.3 Project Commitments

The Nature Conservancy has committed in-kind services through staff time to implement this project. TNC will be seeking bargain sales and donations of conservation easements to leverage the NRD funds. TNC has obtained commitments from landowners to continue conversations and negotiations. The Salisbury Association Land Trust has committed their time and support as a project sponsor. There are contractors who have committed to survey the property if necessary.

3.0 Land Acquisition Projects

Description of Conservation Easement Language

WHEREAS, _____, residing at _____, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called the "Protected Property," which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which property is located in [Town, County, State] and is more particularly described in Exhibit A attached hereto and incorporated by this reference.

WHEREAS, THE NATURE CONSERVANCY, hereinafter called the Grantee, is a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, and having its headquarters at 4245 North Fairfax Drive, Arlington, Virginia 22203-1606 and a local address at [_____] , whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS, the Protected Property is a significant natural area which qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Protected Property is habitat for [elaborate];

[If applicable, WHEREAS, the Protected Property provides land areas for outdoor recreation by, or the education of, the general public, specifically [elaborate];]

[If applicable, WHEREAS, preservation of the Protected Property is for the scenic enjoyment by the general public and will yield a significant public benefit, specifically [elaborate];] and

[If applicable, WHEREAS, preservation of the Protected Property is pursuant to federal, state and local governmental conservation policy and will yield a significant public benefit, specifically [elaborate];] and

WHEREAS, the specific conservation values of the Protected Property are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantor, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, the Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity; and

WHEREAS, the State of _____ has authorized the creation of Conservation Easements pursuant to [insert statutory reference] and Grantor and Grantee wish to avail themselves of the provisions of that law;

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional gift, does hereby give, grant, bargain, sell and convey unto the Grantee a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its [e.g. **natural, scenic, forested, and/or open space**] condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. Grantor intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Easement.

2. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1 There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the premises.

2.2 There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

2.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner.

2.4 There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers". **[MAKE SURE WE RESERVE THE RIGHT TO USE PESTICIDES AS MANAGEMENT TOOL IF APPLICABLE]**

2.5 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property if owned by Grantor which could cause erosion or siltation on the Protected Property.

2.6 There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property or on adjacent property if owned by Grantor, which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property.

2.7 There shall be no horseback riding, and no operation of mountain or other bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles, nor shall the Protected Property be used for any commercial recreational activity.

2.8 The Protected Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.

2.9 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferrable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

3. Grantor's Reserved Rights. The Grantor hereby reserves the following rights:

3.1 The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing allowing Grantee to determine whether such change would violate the terms of this Conservation Easement.

3.2 The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation

Easement and written notice is provided to Grantee in accordance with paragraph 13 below.

3.3 The right to maintain such structures as currently exist on the Premises (which may be repaired or replaced, but not expanded, on the same site, in whole or in part by like structures used for the same or similar purposes).

3.4 The right to cut and remove diseased trees, shrubs, or plants and to cut firebreaks, subject to the prior written approval of Grantee pursuant to paragraph 4.5 below, except that such approval shall not be required in the case of emergency firebreaks.

3.5 Grantor and Grantee acknowledge that the exercise of any reserved right enumerated herein by the Grantor shall not relieve Grantor from complying with or obtaining any permit from any applicable governmental authority prior to the exercise thereof.

4. Grantee's Rights. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

4.1 The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right to enter the Protected Property at all reasonable times and with prior notice and, if necessary, across other lands retained by the Grantor, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, if necessary, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of Grantee, which may include but not be limited to mowing, fencing, trapping, prescribed burning, etc. Any such management activities shall be set forth in a written management plan to be reviewed by the Grantor.

4.4 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraph 2 above, or for any activities requiring Grantee's consent under paragraph 3 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Grantee's consent under paragraph 3, shall be in writing and shall describe the proposed activity in sufficient

detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

5. Access. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

6. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantee may suffer or incur as a result of or arising out of the activities of Grantor on the Protected Property. Grantee agrees to release, hold harmless, defend and indemnify Grantor from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantee on the Protected Property.

7. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the land is to be executed upon, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Protected Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement.

8. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement. **NOTE: If any mortgages exist, they must be subordinated.**

9. Hazardous Waste. The Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the

Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court.

10.1 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.

10.2 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

10.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

10.4 Standing. By virtue of Grantee's acquisition of rights under this Conservation Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the property which is subject to this Conservation Easement.

11. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.

12. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in

any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days in advance.

13. Merger. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

14. Assignment. The parties hereto recognize and agree that the benefits of this easement are in gross and assignable, and the Grantee hereby covenants and agrees that in the event it transfers or assigns the easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

15. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the Protected Property as a whole at that time.

That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

16. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests, and Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds.

17. The conveyance of this Conservation Easement by the Grantor to the Grantee shall not relieve Grantor of the obligation and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary,

to exercise Grantor's retained rights and uses of the Protected Property even if consistent with the conservation purposes of this Conservation Easement.

18. Miscellaneous Provisions.

18.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

18.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include The Nature Conservancy and its successors and assigns.

18.3 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

18.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.6 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

Grantor: _____ . Grantee:
The Nature Conservancy of CT, Inc., 55 High Street, Middletown, Connecticut 06457

The Salisbury



Land Trust

Land Trust Committee of The Salisbury Association

The Salisbury Association Land Trust
24 Main Street
Salisbury CT 06068
June 16, 2007

To the Board of Trustees
c/o Michael J. Powers
CT DEP-Inland Fisheries Division
Housatonic River Natural Resources Restoration Project
79 Elm Street
Hartford CT 06106

The Salisbury Association Land Trust supports protection of the Housatonic River frontage and floodplain through conservation restriction that will prevent erosion, promote responsible agriculture and maintain the valued scenic vistas along scenic Twin Lakes Road and Weatogue Road across the floodplain to Canaan Mountain. Salisbury's Town Plan of Conservation and development seeks to protect agricultural land, protect the Housatonic River. These views to Canaan Mountain are referenced specifically in the Town Plan.

All of the land owners between Route 44 and the Massachusetts State line have spoken with various conservation organizations and have expressed interest in further discussions about protection of their land. I have attached some statements of interest and the town property maps which connect the landowner to the land.

I am working with Jason miner of The Nature Conservancy on a conservation restriction on the extensive Bok lands, and The Salisbury Association Land trust anticipates working with The Nature Conservancy and The Trustees of Reservations to accomplish further protection along this stretch of the river.

Sincerely,

A handwritten signature in cursive script that reads "George Massey". The signature is written in black ink and is positioned above the printed name.

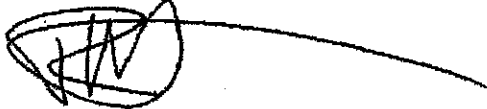
George Massey
Co-chair Salisbury Association Land Trust

June 18, 2007

To the Board of Trustees
c/o Michael J. Powers
CT DEP-Inland Fisheries Division
Housatonic River Natural Resources Restoration
Project
79 Elm Street
Hartford CT 06106

I am aware of conservation easements as a method of protecting and conserving land, and I am interested in the protection of the Housatonic River. Our family is an owner of land with frontage on the river or in the flood plain of the river between Route 44 and the Massachusetts boundary. I would be open to discussing conservation restrictions with The Nature Conservancy, The American Farmlands Trust, The Salisbury Association Land Trust or The Trustees of Reservations. I understand that an application is being made for funding of conservation restrictions as part of the process for restoring the Housatonic River.

Robert Shepardson

A handwritten signature in black ink, appearing to be 'RS', enclosed in a circular scribble. A long horizontal line extends to the right from the bottom of the signature.

The Salisbury



Land Trust

Land Trust Committee of The Salisbury Association

June 14, 2007

To the Board of Trustees
c/o Michael J. Powers
CT DEP-Inland Fisheries Division
Housatonic River Natural Resources Restoration Project
79 Elm Street
Hartford CT 06106

I am aware of conservation easements as a method of protecting and conserving land, and I am interested in the protection of the Housatonic River. Our family is an owner of land with frontage on the river or in the flood plain of the river between Route 44 and the Massachusetts boundary. I would be open to discussing conservation restrictions with The Nature Conservancy, The American Farmlands Trust, The Salisbury Association Land Trust or The Trustees of Reservations. I understand that an application is being made for funding of conservation restrictions as part of the process for restoring the Housatonic River.

GORDON W. HUTBECK

A handwritten signature in blue ink, appearing to be 'Gordon W. Hutbeck', written in a cursive style.

By EMAIL

June 14, 2007

To the Board of Trustees
c/o Michael J. Powers
CT DEP-Inland Fisheries Division
Housatonic River Natural Resources Restoration Project
79 Elm Street
Hartford CT 06106

We are aware of conservation easements as a method of protecting and conserving land, and we are am interested in the protection of the Housatonic River. We are owners of land with frontage on the river or in the flood plain of the river between Route 44 and the Massachusetts boundary. We would be open to discussing conservation restrictions with The Nature Conservancy, The American Farmlands Trust, The Salisbury Association Land Trust or The Trustees of Reservations. We understand that an application is being made for funding of conservation restrictions as part of the process for restoring the Housatonic River.

Richard Grossmn and Ann Arensberg
51 Weatogue Road
Salisbury, Connecticut

TABLE 1. HOUSATONIC RIVER NRD FUNDING ALLOCATION BY FISCAL YEARS ¹

PROJECT TITLE:		Salmon Creek / Housatonic River Land Protection Project			
SPONSOR NAME:		The Nature Conservancy			
EXPENSE CATEGORY (See App. A)	FISCAL YEAR 1	FISCAL YEAR 2	FISCAL YEAR 3	FISCAL YEAR 4	
		Housatonic River NRD Funds	Housatonic River NRD Funds	Housatonic River NRD Funds	Housatonic River NRD Funds
A. SALARIES	0				
B. OVERHEAD AND BENEFITS	0				
C. CONTRACTED SERVICES	\$46,500				
D. SUPPLIES, MATERIALS AND EQUIPMENT	0				
E. TRAVEL	\$500				
F. OTHER (Conservation Easement Purchase)	\$500,000				
G. OTHER (Indirect Costs 23% of non-land purchase costs)	\$10,810				
TOTAL BY FISCAL YEAR	1	2	3	4	
	\$557,810				
GRAND TOTAL (sum of boxes 1+2+3+4)					
[This sum is the total NRD fund request and should match Part A, Budget Summary, Box 1]					
\$557,810					

¹ The fiscal year is July 1 -- June 30. If the proposed project will be completed in one year, fill in only the column titled "Fiscal Year 1."

TABLE 2. PROJECT BUDGET SUMMARY BY TASK AND FUNDING SOURCE

PROJECT TITLE:		Salmon Creek / Housatonic River Land Protection Project						
SPONSOR NAME:		The Nature Conservancy						
TASK²	HOUSATONIC RIVER NRD FUNDS	OTHER CONTRIBUTIONS			TOTAL COST BY TASK			
		COMMITTED	NOT COMMITTED					
A. Project Management	0	\$10,000			\$10,000			
B. Legal Preparation	\$29,000				\$29,000			
C. Natural Resource and Aquatic Assessment	\$7,500				\$7,500			
D. Purchase of Conservation Easements	\$500,000		\$500,000		\$1,000,000			
E. Management and Restoration Planning	\$10,000				\$10,000			
F. Travel	\$500							
G. Indirect costs	\$10,810							
TOTAL BY FUNDING SOURCE	5	\$557,810	6	\$10,000	7	\$500,000	8	GRAND TOTAL \$1,056,500

NOTES: Box 5 should be the same as the Grand Total indicated in Part D Table 1. Box 6 above should match Part A, Budget Summary, Box 2. Box 7 above should match Part A, Budget Summary, Box 3. Box 8 should match Part A, Budget Summary, Box 4

² The listed tasks should correspond with information provided in the Project Implementation Plan.

Salmon Creek/Housatonic River Land Protection Project: Part D
Project Budget Narrative

Table 1: Description

NRD funds will not be used to fund salaries or benefits. The contracted services will be paid for by NRD. These services include appraisal costs (\$7,000), survey costs (\$12,000), title work (\$3,000), any environmental hazard assessment (\$2,000), biological and aquatic inventory (\$7,500), management planning (\$10,000) and closing costs (\$5,000). There will not be any charges for supplies. Travel costs funded by NRD will \$500 to cover mileage associated with the project. The conservation easement acquisition costs are \$500,000 and will be funded by NRD. Lastly, the indirect costs for the project are \$10,810.

The contracted services will be paid at a fixed price for the contract and not at hourly rates.

Travel costs are for site and landowner visits in Salisbury, CT. There will be up to three staff visiting the sites during the project. Two staff will be traveling from Middletown, CT and one staff will be traveling from Sheffield, MA. There will be up to 15 visits throughout the project timeframe. The costs will pay for mileage at the current state employee rates.

The first Other Expense is the cost of the purchase and closing for the conservation easements. Based on two appraisals in the past seven years, TNC's assessment of land values in this area is between \$5,000 - \$10,000/acre. For the purposes of this project we are assuming the acreage values are at the low end of this range. In addition, we are assuming that we will be negotiating bargain sales for remaining amount of the cost.

The second Other Expense is the indirect costs assumed by TNC as part of this project. The TNC standard federally approved indirect cost rate is currently 23% of non-land purchase price costs. A copy of our most recent Negotiated Indirect Cost Rate Agreement is available upon request.

Table 2 Description:

Costs associated by task and funding source are listed in Table 2. The first task will be committed match for project management costing a total of \$10,000. The match component is committed as in-kind service of the Berkshire Taconic Landscape Director's time managing the project. This match will include salary and benefits (40%).

The costs associated with the tasks of legal preparations total \$29,000. This task will be contracted by TNC using funds from NRD. These services include appraisal costs (\$7,000), survey costs (\$12,000), title work (\$3,000), any environmental hazard assessment (\$2,000) and closing costs (\$5,000).

The natural resource and aquatic assessment will be contracted for \$7,500 and paid for with NRD funds. The contracted service will be paid at a fixed price for the contract and not at hourly rates.

The cost for the task of purchasing the conservation easements (CEs) totals \$1,000,000. Of this total, \$500,000 will pay for the acquisition of the CEs. The remaining amount of \$500,000 will be a donation as part of the bargain sale.

The cost of the creation of the management and restoration plans will be paid with NRD funds. Two plans at \$5,000 each will be created to cover the Housatonic River mainstem focal area and the Salmon Creek focal area.

Travel costs are \$500 and paid for with NRD funds. Travel costs are for site and landowner visits in Salisbury, CT.

The TNC standard federally approved indirect cost rate is currently 23%. A copy of our most recent Negotiated Indirect Cost Rate Agreement is available upon request.