

APPENDIX C

Property Management Plan Example

Blackacre Estates Management Plan

for the

Blackacre Estates Conservation Easement

Prepared By:

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For:

ABC Developers
123 Main Street Quahog, RI

October 2009

Note: This model Property Management Plan contains all of the paragraphs or sections that should be included in every property management plan. However, some language was tailored for a specific parcel contained in the Rhode Island Conservation Development Manual (DEM 2003) which is also used in a workshop on the Rhode Island Conservation Easement Guidance Manual. Appendix B is a model Conservation Easement for the same parcel, Appendix D is a checklist for what should be contained in all Property Management Plans, and a checklist for what should be contained in the Baseline Documentation Report is in Appendix E.

Description of the Property:

Blackacre estates is 175 acres of land located on the northerly side of Blackacre Road, in the town of Quahog, County of Williams, State of Rhode Island, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"). There are three areas subject to the conservation easement with different conservation values and separate management plan objectives. The three areas are: *Area One*- 60 acre Blackacre farm; *Area Two*- 75 acre forest; *Area Three*- half-acre neighborhood park; *Area Four*- four acre community garden as delineated on the final subdivision plan for Blackacre Estates, Exhibit B.

Purpose of the Blackacre Estates Conservation Easement:

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 20____, by and between the ABC DEVELOPERS, INC. of 123 Main Street, Quahog, Rhode Island (hereinafter referred to as "Grantor"), the TOWN of QUAHOG, Rhode Island and the WE LIKE TREES LAND TRUST, having its principal office at 123 Easy Street, Quahog, Rhode Island, and the BLACKACRE ESTATES HOMEOWNERS ASSOCIATION (hereinafter collectively referred to as "Grantees"). It is the purpose of this Conservation Easement to assure that 175 acres of land will be retained forever in its open, natural, scenic, agricultural, ecological, or educational condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. Grantor intends that this Conservation Easement will confine the use of the Premises to three Conservation Areas as shown on the final plan (Exhibit B) and such uses as are consistent with the purpose of this Conservation Easement and the Management Plan (hereinafter referred to as the "Management Plan"), developed by Grantor, which sets forth specific procedures by which the Premises shall be maintained, including, but not limited to, the adequate maintenance of the Premises to preserve the natural values, public access and other matters as may be required for the preservation of the Premises. Grantor shall have the right from time to time to amend the Management Plan. The original Management Plan and any amendments are subject to approval by the Grantee in writing.

Uses and Management of the Open Space:

1. Area One: Historic Farm (60 acres)

The objective for Area One is to maintain economically viable agriculture that protects the conservation values of the Premises.

- A. **Agriculture:** Agriculture shall be allowed on the 60 acre Area One as shown on Exhibit B. All agricultural practices and activities shall be consistent with and not impair the conservation values of the property. Agricultural activities and practices shall be compatible with the residential development of Blackacre Estates and comply with specific management practices established by a USDA Natural Resource Conservation Service "Technical Service Provider" for the type(s) of agriculture used on Area One. Motorized vehicles are allowed to conduct agricultural activities provided that such use is not detrimental to water quality, wetland integrity, or contributes to soil compaction and erosion.

- B. **Scenic Vista:** The scenic vista from Blackacre Road into the premises shall not be obstructed or impaired in any way. Prohibited activities include, but are not limited to, the erection of fences or structures or the planting of vegetation that would block or impair the scenic vista. The Grantee retains the right to mow or clear agricultural fields should the Grantor be unable to do so.
- C. **Historic Buildings:** The farm house and two barns as shown on the final plan, Exhibit B, are historic buildings. The alteration, repair, or maintenance of said buildings must be done in accordance with an approved historic resources plan. The approval of said plan shall be in writing by the Grantee and the Rhode Island Historic Preservation Commission, or appropriate successor official.
- D. **Hunting:** The management of wildlife populations may be necessary to minimize crop damage. Hunting and trapping in Area One is allowed in accordance with all applicable State and Federal regulations. No commercial hunting or trapping is allowed.

2. **Area Two: Forest** (75 acres)

The objective for Area Two is to maintain a forested habitat to protect the conservation values. An un-named stream and wetland are the most sensitive features in this area as shown on the final site plan. There shall be no activities in Area Two that would encroach upon or disturb a natural vegetative buffer of at least 200 feet from the stream and wetland. The forest is a mixed oak even-aged stand. The average age of the trees is approximately 30 years with an average diameter at breast height of 10 inches. Refer to the Baseline Documentation Report for more specific information on the species of trees, shrubs, herbaceous plants and other resources present in Area Two.

- A. **Forestry:** The harvesting of trees is allowed, but it must be in accordance with a Forest Management Plan and Forest Cutting Plan approved by the Rhode Island Department of Environmental Management through its State Forester (or any successor agency) and designed to protect or enhance the conservation values of the Premises, including, without limitation, water quality, surface waters, wetlands, scenic views, and wildlife habitat. No clear cutting of Area Two is allowed without the written permission of the Grantee. Use of motorized vehicles are allowed only as necessary to conduct forest management but not including recreational activities, and provided such use is not detrimental to water quality, wetland integrity, habitat, soils, wildlife, and plant conservation.
- B. **Vegetation Management:** Vegetation management involves non-forestry practices that are allowed. In accordance with generally accepted management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including fence lines and trails as shown on the final site plan. The removal of non-native or invasive species, the inter-planting of native species, and the

control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality is also allowed.

- C. **Habitat:** There were no rare or endangered species found in Area Two. However, if any rare or endangered species are found by the Grantee in the future, more specific management activities may be necessary. With the prior written permission of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and herbaceous plant species are permissible.
- D. **Recreation:** Area Two is limited to passive recreation that includes, but is not necessarily limited to, hiking, bird watching, and cross-country skiing. Any recreational use cannot impair the conservation values, materially alter the landscape, degrade environmental quality, or involve commercial recreational activities. Recreational activities are not open to the general public and shall be limited to the residents of Blackacre Estates.
- E. **Trails:** Trails are allowed as shown on the final site plan. The Blackacre Estates Homeowners Association is responsible for maintaining the trails. The trails shall not be any wider than four feet and shall not be expanded without the written permission of the Town of Quahog and the We Like Trees Land Trust. To protect wildlife and plant communities all pets shall be on a leash when on the trails and accompanied by their owner.

3. **Area Three: Neighborhood Park** (1/2 acre)

The objective for Area Three is to provide the residents of Blackacre Estates a common green for passive recreational use. Park benches, a footpath, flower beds, a grassed lawn, and a pavilion not more than 150 square feet are all permissible. This area is to be maintained by the Blackacre Estates Homeowners Association and is not open to the general public.

4. **Area Four: Community Garden** (4 acres)

The objective for Area Four is to allow the residents of Blackacre Estates to have a community garden. The garden shall not be used commercially and must comply with applicable best management practices (e.g., the use of fertilizers and pesticides) as recommended by the University of Rhode Island Cooperative Extension or equivalent. The garden shall not be used for any crop that would impair the conservation values of the premises or create a nuisance for adjacent homeowners.

5. **Amendment Procedure:** To allow flexibility for unforeseen circumstances or needs, the Management Plan may be amended as follows:

Other non-prohibited activities may be requested by the Grantor and must be expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.