

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

**Richard Hendler
390 Hayes Road NE
Comstock Park, MI 49321**

**WRD: 40060
WRD File No. 09-41-0056-V**

CONSENT AGREEMENT

This Consent Agreement (Agreement) is entered into by and between Richard Hendler and the Michigan Department of Environmental Quality (Department), Water Resources Division (WRD), and shall become effective on the date this Agreement is signed by Richard Hendler and the WRD (Effective Date). All times for performance of activities under this Agreement shall be calculated from the Effective Date.

RECITALS

By correspondence dated November 23, 2009, the WRD issued a Notice of Violation (Notice) pursuant to Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 303), to Richard Hendler. The WRD alleged within the Notice that Richard Hendler filled at least 0.62 acres of wetland and graded and grubbed an additional 1.46 acre wetland area (Alleged Unauthorized Activities) on property located within Section 15 of Sparta Township, Kent County, at 11211 Sparta Avenue, Village of Sparta, Michigan (Property);

The WRD requested within the Notice 09-41-0056-V that all Alleged Unauthorized Activities on the Property cease and desist and that the area affected by the Alleged Unauthorized Activities be restored;

Richard Hendler owned or had control of the Property and performed the Alleged Unauthorized Activities without a permit under Part 303;

Richard Hendler and the WRD acknowledge that prior to construction and development activities occurring on the Property, which included the placement of fill material, grubbing vegetation, and moving soil around to land balance within the wetland area, there existed approximately 7.0 acres of wetlands regulated (Regulated Wetland) by the State of Michigan under Part 303;

The WRD and Richard Hendler desire to resolve this dispute without the necessity of additional administrative and/or judicial proceedings; and

This Agreement identifies the necessary actions to be taken by Richard Hendler and the WRD, and imposes certain conditions upon performance of these actions. Successful completion of the terms of this Agreement will, in the opinion of the WRD, meet the statutory provisions of Part 303, and thereby resolve those allegations set forth in the Notice.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

COMPLIANCE AND IMPLEMENTATION SCHEDULE
SITE RESTORATION REQUIREMENTS

1. Within 30 days of the Effective Date of this Agreement, Richard Hendler shall submit to the WRD, at the address indicated in Paragraph 16 of this Agreement, plans to restore 2.88 acres of wetland (Wetland Restoration Area) on the Property to the wetland conditions that had existed prior to undertaking the Alleged Unauthorized Activities. The plans shall include the Hendler Property Restoration site plan dated October 30, 2013, prepared by Williams & Beck (Exhibit A), additional site information which provides existing and proposed ground surface elevations, a vegetation planting plan, a water control structure detail with anticipated water elevations (Area E 1) and a work schedule for completion of the restoration activities within the areas of the Property to be restored to wetland conditions (Wetland Restoration Area; Area Rand Area E1 on Page 1 of Exhibit A). Richard Hendler shall not initiate wetland restoration activities until the WRD has provided final approval or modification of the wetland restoration plans and approval of the work schedule.
2. Within 15 days of receipt of the work schedule and wetland restoration and planting plans identified in Paragraph 1, the WRD shall provide to Richard Hendler written approval and/or revisions to the proposed plans and work schedule. Richard Hendler may commence the wetland restoration activities any time after written approval is received from the WRD.
3. Richard Hendler shall complete the restoration and wetland planting requirements for the Wetland Restoration Area by October 15, 2014. It is understood that once all restoration activities have been completed, Richard Hendler cannot be held accountable for the quantity of water entering the restored wetland, either as rainfall, surface runoff or groundwater discharge that may change due to an act of God or another entity deemed beyond his control. Richard Hendler shall provide to the WRD, at the address provided in Paragraph 16 of this Agreement, written notification of completion of the wetland restoration activities.
4. In accordance with Paragraph 12 of this Agreement, Richard Hendler shall, provide a conservation easement in favor of the Department upon the 2.88 acre Wetland Restoration Area (Area Rand Area E1 on Page 1 of Exhibit A) and upon the 2.69 acres of remaining wetland areas identified as existing wetland on Lots R and M on Page 1 of Exhibit A.
5. Richard Hendler shall be responsible for monitoring the Wetland Restoration Area for a period of five (5) years following completion of the planting work in accordance with the requirements of Paragraph 14 of this Agreement.

WRD PERMIT REQUIREMENTS

6. Richard Hendler shall, within 30 days of the Effective Date of this Agreement, provide to the WRD an After-the-Fact (ATF) Permit Application, ATF application fee (\$1,000), and a site plan for the Property with a description of activities and estimates of fill material that have been placed within the 0.27 acre area Regulated Wetland impacted by the Alleged Unauthorized Activities (Area R3 on Page 1 of Exhibit A). The site plan will also include the two additional proposed wetland fill areas, 0.12 acres and 0.02 acres located in the

northwest portion of the site plan (Area R1 and Area R2 on Page 1 of Exhibit A). To compensate for the wetland impacts, Richard Hendler shall submit with the ATF application, the conceptual Hendler Property Restoration Plan dated October 30, 2013, prepared by Williams & Beck, identifying a 1.03 acre area for creation of new wetland (Wetland Mitigation Area; Area E2 on Page 1 of Exhibit A), and include mitigation construction plans, showing existing and proposed ground surface elevations, a vegetation planting plan, and a construction and planting schedule for the 1.03 acre Wetland Mitigation Area.

7. Within 30 days of the submittal of the ATF application and the \$1,000 fee, the WRD shall review the information submitted with the ATF application and notify Richard Hendler, in writing, of any additional information necessary to complete the processing of the ATF application.
8. Within 15 days after receiving the WRD's Notice identified in Paragraph 7 of this Agreement, Richard Hendler shall submit the information required by the WRD to complete the ATF application.
9. The WRD shall complete processing of the ATF application in accordance with the statutory requirements of Part 303.
10. If the WRD determines that an ATF permit can be issued, the WRD shall issue the permit to Richard Hendler.
11. Richard Hendler may commence the activities authorized by the ATF permit following issuance of the ATF permit and shall complete all of the permitted activities by October 15, 2014. Specifically, construction of the 1.03 acre wetland mitigation area shall be completed by October 15, 2014. The permit will expire on October 16, 2014.
12. Richard Hendler shall, within 30 days of issuance of the ATF permit, place a conservation easement in favor of the Department which shall include the 1.03 acre Wetland Mitigation Area, the 2.88 acre Wetland Restoration Area, and the 2.69 acres of remaining wetland (total wetland acreage of 6.60) using the form attached as Exhibit B of this Agreement). Richard Hendler shall provide legal descriptions for each portion of the Property to be included within the conservation easement.
13. If the WRD determines through the ATF application review process that an ATF permit cannot be issued to Richard Hendler, then this Agreement shall be deemed null and void. In such event, the WRD reserves the right to pursue all available enforcement options as provided by law. Richard Hendler reserves the right to contest the denial of the ATF application through the Department's administrative hearing process or as otherwise provided by law.

WETLAND RESTORATION AND MITIGATION MONITORING REQUIREMENTS

14. Richard Hendler shall be responsible for monitoring both the 2.88 acre Wetland Restoration Area and the 1.03 acre Wetland Mitigation Area for a period of five (5) years following completion of the wetland restoration and mitigation planting requirements. An experienced wetland consultant shall conduct the monitoring. A complete assessment of the wetland's development shall be made annually, and shall be provided to the WRD with annual reports no later than December 31 of each year. Utilizing recognized and

established scientific procedures, the annual monitoring report shall be prepared in accordance with the requirements found in the WRD permit.

15. Should either the Wetland Restoration Area or Wetland Mitigation Area fail to become established as a wetland community as designed after three (3) complete growing seasons, or should either fail to demonstrate satisfactory progress towards a self-sustaining wetland system as designed, Richard Hendler shall:
 - A. Assess the problem(s) and identify the probable causes;
 - B. Develop reasonable and necessary corrective measures as a revision to the original plan;
 - C. Reasonable and necessary corrective measures may include, but are not limited to, regrading soils to improve hydrology, reseeding, and/or replanting of wetland plants; however, it is understood that once all restoration activities have been completed, Richard Hendler cannot be held accountable for the quantity of water entering the restored wetland, either as rainfall, surface runoff or groundwater discharge that may change due to an act of God or another entity deemed beyond his control.
 - D. Submit a copy of the proposed corrective measures to the WRD for review; and
 - E. Upon WRD approval, immediately implement the corrective measures.

16. All notices, applications, reports, and any other submittals required to be provided by Richard Hendler to the WRD within the provisions of this Agreement shall be addressed, unless otherwise indicated, to:

Charles S. Dodgers
Michigan Department of Environmental Quality
Water Resources Division
Grand Rapids District Office
350 Ottawa NW
Grand Rapids, Michigan 49503

GENERAL PROVISIONS

17. **PROPERTY ACCESS:** WRD staff shall have access to the Property to inspect and determine compliance with this Agreement. The WRD shall provide a minimum of a 24-hour advance notice to Richard Hendler prior to inspection of the Property.

18. **SETTLEMENT PENALTY PAYMENT:** Richard Hendler agrees to pay an administrative settlement amount of \$5,000 (settlement amount) to the general fund of the State of Michigan. This amount shall be paid in twelve (12) equal monthly installments of \$416.67, with the first payment due within thirty (30) calendar days of the Effective Date of this Agreement and the remaining eleven (11) payments due on or before the same date in each of the successive eleven (11) months, so that the last monthly payment is due on or before one year following the Effective Date of this Agreement. Payment is to be made by certified check payable to the "State of Michigan." To insure proper credit, the payment made pursuant to this Agreement must include "Payment Identification: WRD 40060. This payment shall be sent to:

Accounting Services Division
Cashiers Office for DEQ
P.O. Box 30657

Lansing, Michigan 48909-8157

19. **STIPULATED PENALTIES:** Richard Hendler shall pay stipulated penalties of One hundred Dollars (\$100.00) per day for failure to comply with the provisions of Paragraphs 1 through 18 of this Agreement. Richard Hendler upon receipt of a notice of any violation governed by this provision shall have a ten (10)-day right to cure the violation before the imposition of any penalty under this provision.
20. **STIPULATED PENALTY PAYMENT:** To ensure timely payments of any stipulated penalties provided in Paragraph 19 of this Agreement, Richard Hendler shall pay an interest penalty to the State of Michigan for failure to make a timely payment. This interest penalty shall be based upon a rate of 12 percent per year compounded annually, using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally paid in full. All payments associated with this Paragraph 20 shall be paid in the form of a cashier's check payable to the "State of Michigan", and sent to:

Accounting Services Division
Cashiers Office for DEQ
P.O. Box 30657
Lansing, Michigan 48909-8157
21. **PENALTY PAYMENT DISPUTE:** Richard Hendler agrees not to contest the legal basis for the penalty assessed pursuant to Paragraph 18 of this Agreement. Richard Hendler also agrees not to contest the legal basis for any stipulated fines assessed pursuant to Paragraph 19 of this Agreement, but reserves the right to dispute in a court of competent jurisdiction the factual basis upon which a demand by the WRD of stipulated fines is made. Richard Hendler and the WRD agree this does not preclude the possibility of informal resolution of disputed issues directly between Richard Hendler and the WRD.
22. **RESOLUTION OF WRD VIOLATION NOTICE:** As part of the successful completion of the terms of this Agreement, the WRD shall deem resolved the November 23, 2009, Notice and close WRD complaint number 09-41-0056-V.
23. **OTHER PERMIT REQUIREMENTS:** With respect to the Property, Richard Hendler shall not conduct any activity within Regulated Wetlands except as provided by this Agreement, or as authorized by separate permit issued by the WRD. This Agreement does not obviate the need to acquire additional state, local, or federal permits as may be required by law.
24. **FORCE MAJEURE:** Richard Hendler shall perform the requirements of this Agreement within the time limits established herein, unless performance is prevented or delayed by events, which constitute a "Force Majeure" event. For the purpose of this Agreement, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of; Richard Hendler, such as an "Act of God," untimely review of permit applications or submissions by the WRD or other applicable authority; and acts or omissions of third parties that could not have been avoided or overcome by Richard Hendler's due diligence, and that delay the performance of an obligation under this Agreement. "Force Majeure" does not include, among other things, unanticipated or increased costs, failure to secure funding, change in financial

circumstances, or failure to obtain a permit or license as a result of Richard Hendler's actions or omissions.

25. **FORCE MAJEURE NOTICE:** Richard Hendler shall notify the WRD by telephone within 48 hours of discovering any event which causes delay in their compliance with any provision of this Agreement. Verbal notice shall be followed by written notice within ten (10) calendar days, and shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by Richard Hendler to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Failure of Richard Hendler to comply with the notice requirements above shall render the "Force Majeure" exemption void and of no effect as to the particular incident involved.
26. **ASSIGNMENT OF RIGHTS:** This Agreement shall be binding on the parties, their officers, servants, and employees. In the event that Richard Hendler sells or transfers any interest in this Property, Richard Hendler shall retain the obligation to perform any uncompleted work required by this Agreement and shall retain a sufficient interest in the Property necessary for Richard Hendler to complete the work required by this Agreement and the work to be allowed by the ATF permit.
27. **AGREEMENT AMENDMENTS:** This Agreement may be amended or revoked at any time by a written agreement executed by all parties to this Agreement. No change or modification to the Agreement shall be valid unless in writing and signed by all parties to this Agreement.
28. **DISPUTE RESOLUTION:** Both Parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Agreement prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.
29. **DENIAL OF LIABILITY:** Nothing contained in this Agreement shall be construed as an admission of liability or wrong doing by Richard Hendler. The WRD and Richard Hendler agree that the signing of this Agreement is for settlement purposes only.
30. **AGREEMENT PROVISIONS:** The invalidity or unenforceability of any particular portion of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if invalid or unenforceable provisions were omitted.
31. **GOVERNING LAW:** This Agreement shall be executed and delivered in the State of Michigan and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
32. **TERMINATION OF AGREEMENT:** This Agreement shall remain in full force for a period of at least five (5) complete growing seasons following completion of the planting work for the Wetland Restoration Area and the Wetland Mitigation Area as described in Paragraphs 1, 3, 6, and 11 of this Agreement. This Agreement may remain in full force for an unspecified time period contingent upon successful completion of all requirements of this Agreement. This Agreement shall terminate only upon written notice of termination issued by the WRD chief. Prior to issuance of a written notice of termination, Richard Hendler shall submit a request consisting of a written certification that Richard Hendler has fully complied with all requirements of this Agreement and has made all payments including stipulated penalties required by this Agreement.
33. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto make and execute this Agreement on the date first above written. The undersigned certify they are fully authorized by the party they represent, to enter into this Agreement and to legally bind that party to this Agreement.

Richard Hendler,

By: 
Richard Hendler

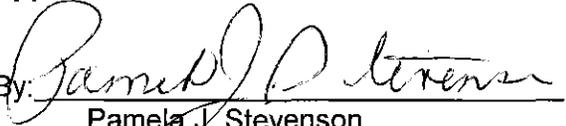
Date: 5-12-14

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

By: 
William Creal, Chief
Water Resources Division

Date: 5/28/14

Approved as to form:

By: 
Pamela J. Stevenson
Assistant Attorney General
Environment, Natural Resources and
Agriculture Division
Department of Attorney General

Date: 5/27/14

AGREEMENT FOR
CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created on _____, 20____, by and between _____ (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address is _____ (Grantor) and the Michigan Department of Environmental Quality (DEQ), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 2nd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (*circle one*) the Township/City of _____, _____ County, and State of Michigan, legally described in Exhibit A.

The DEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee _____ (*insert name and address of Permittee if other than Grantor*) has applied for a Permit (DEQ File Number ____-____-____-P), pursuant to Part 303, to authorize activities that will impact regulated wetland. The DEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor (*on behalf of Permittee, if applicable*) has agreed to grant the DEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately _____ acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The DEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under DEQ Permit Number _____-P, issued on ____/____/20__ or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:
- a) Alteration of the surface topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, mowing or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching, grazing, farming;
 - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an DEQ-approved Management Plan;
 - k) Construction of unauthorized utility or petroleum lines;
 - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Easement Premises;
 - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
 - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
 - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.
3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the DEQ-approved Management Plan for the Easement Premises.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the DEQ.
8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of or deposited in or on the property.

9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.
11. Grantee and its authorized employees and agents, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq*, as amended.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.
22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that DEQ staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes DEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.
- Exhibit E:** *If applicable*, a Cooperative Stewardship Agreement that includes baseline documentation and any vegetation and/or site Management Plans.

