

to request additional information, or propose a suggested alternative adoption rate that is appropriate for the context of the Applicant, fair and equitable to other Agreement Partners, and achieves the net conservation benefit expected under the Agreement.

Variances Exceeding the Adopted Acres Targets

Some Partners may manage their enrolled lands and adopted acres contributions in a manner that allows them to exceed the adopted acres targets set by the sector-specific adoption rates. This Agreement encourages conservation contributions above and beyond the minimum expected adoption rates. Adopted acres exceeding the minimum target should be reported by Partners in their annual compliance reporting and tracking.

In acknowledgement of the additional contributions, the Program Administrator will work with the Advisory Committee and Partners to identify incentives that encourage ongoing additional contributions. Such incentives may include, but are not limited to, considerations for:

- Future “crediting” of excess adopted acres above and beyond the minimum expectation through development of a credit-sharing system **within the Agreement**
- Reduced annual administrative fees
- Reduced compliance reporting requirements
- Precluding the need for additional monitoring requirements on excess acres, unless those acres are applied to a credit-sharing system.
- Social media or public recognition of above-and-beyond contributions by the Program Administrator, U.S. Fish and Wildlife Service, or other organizations and Federal entities.

If determined by the Advisory Committee to be necessary, a system of accounting or “crediting” extra contributions, or their offset of variance requests, may be developed at some point during the administration of the Agreement. Such incentives would be developed by the Program Administrator, working with the Advisory Committee and Partners, to establish clear, measurable targets for such recognition of added conservation. As necessary, the Program Administrator would review the collective variances, both above and below the expected adoption rates, to verify that collective net conservation benefit of the Agreement is maintained.

6.3 Implementing Conservation Measures on Easements

This Agreement improves habitat for monarch butterflies by leveraging the existing integrated vegetation management (IVM) practices already implemented across the energy and transportation sectors. Conservation measures that Partners commit to under this Agreement are often variations of actions that may already occur. However, the conservation measures are structured in a way that promotes approaches to these routine activities in a manner that improves monarch habitat by minimizing the key threats identified for monarchs (See Section 2 Background and Purpose).

As stated elsewhere in the Agreement, Partners enrolling fee-title owned lands retain full control to address the identified threats to monarchs through these conservation measures. However, on enrolled easement or leased lands, the Partner does not retain full property rights. In these instances, the underlying landowner may retain ultimate control of how they manage the lands within the easement. Each relationship on easements between Partners and underlying landowners is dictated by the land-rights agreement in place for that parcel. Nothing in this Agreement changes or alters those agreements, or the property rights of the Partner or underlying landowner.

To address the network of easement land rights, compliance with environmental laws and regulations, as well as State laws and individual Partner policies related to work on easement lands, this Agreement directs the Partner to maintain a context-specific approach to their implementation of conservation measures on

easements. Partners including easements as enrolled lands within the Agreement agree to obtain consent from landowners before taking any actions that are outside the scope of their existing easement agreement. Such consent requests will be completed in accordance with Partner-specific procedures and policies. When implementing conservation measures on easement or leased lands, the Partner must limit its conservation measures to only those activities allowed under its easement or lease, or obtain additional consent from the underlying landowner, namely:

1. Where conservation measures coincide with activities authorized under existing leases, easements, or other land-rights agreements, the Partner will follow its organization's applicable procedures regarding landowner notification or consent and conduct activities only within the scope of what is allowed under the easement or lease.
2. Where conservation measures do not coincide with easement or lease authority, the Partner will either a) not conduct that activity beyond the scope of what is allowed by its easement or lease, or b) obtain the required consent or authorization from the underlying landowner prior to conducting the activity.
3. Partners will obtain consent or authorization from the underlying landowner before intentionally seeding or planting native plants on active cropland specifically for the purpose of creating monarch habitat.

Table 6-2 outlines potential vegetation management scenarios encountered on easement lands and the expected approaches Partners will take to implement conservation measures.

Table 6-2. Clarification on Consent and Easement Land Use in the Agreement

The table below clarifies how conservation measures are expected to be implemented on easement lands.

Land Use	Percent of Enrolled Lands	Scenario	Approach	Rationale
ROW on active cropland easements	Estimated 40 - 60% of energy ROWs; less than 5% of highway ROWs; highly variable across Partners.	Partner intentionally converts active cropland to natural land cover for the purpose of creating monarch habitat.	<u>Partner will obtain consent or authorization</u> from the underlying landowner before intentionally seeding or planting native plants on active cropland specifically for the purpose of creating monarch habitat.	Most conservation measures rely upon managing existing natural vegetation where it occurs. Intentional conversion to habitat is typically, but may not always be, considered outside the scope of most easement or lease agreements.
ROW vegetation management; not on active cropland	Estimated 40 - 60% of energy ROWs; more than 95% of highway ROWs; highly variable across Partners	Partner maintains existing vegetation (i.e., not active cropland) in accordance with their easement or lease agreement.	Partner is responsible for ensuring conservation measures are implemented consistent with their easement or lease authority. Where activities do not coincide with easement or lease authority, additional consent or authorization will be obtained prior to work.	This is considered as a status quo approach to how Partners currently operate under existing easement agreements.
ROW maintenance or operations with ground disturbing activities; not on active cropland	Likely to be less than 2-5% of enrolled lands in any given year	Partner revegetates natural land cover disturbed during operations and maintenance activities.	Partner will apply seed mixes or planting in accordance with their own revegetation standards and permit requirements, and/or in accordance with the scope of seeding and planting allowed under their easement or lease agreements.	Partners are often required to revegetate existing areas of natural land cover that experience ground disturbance during operations and maintenance activities. Federal, State, and local permits often require these seed mixes to include native flowering plants.