

**APPENDIX B11. MEMORANDUM OF UNDERSTANDING BETWEEN THE
APPALACHIAN TRAIL CONFERENCE, THE MAINE APPALACHIAN TRAIL
CLUB, AND THE MAINE APPALACHIAN TRAIL LAND TRUST**

This Memorandum of Understanding is entered by and between the Appalachian Trail Conference, a non-profit corporation with a mailing address of 799 Washington Street (P.O. Box 807), Harpers Ferry, West Virginia, 25425, the Maine Appalachian Trail Club, Inc., a non-profit corporation with a mailing address of P.O. Box 1256, Auburn, Maine, 04211, and the Maine Appalachian Trail Land Trust, a non-profit corporation with a mailing address of P.O. Box 325, Yarmouth, Maine, 04096.

WHEREAS, the Appalachian Trail Conference (ATC), through a delegation agreement with the National Park Service, is responsible for overseeing the maintenance of the approximately 287 miles of the Appalachian Trail which begins at the Maine/New Hampshire border in the Mahoosuc Mountain Range and ends on the summit of Katahdin;

WHEREAS, the ATC has, in turn, entered into a sub-delegation agreement with the Maine Appalachian Trail Club (MATC) under which the MATC and its corps of volunteers maintains most of the Appalachian Trail in Maine;

WHEREAS, the focus of the work of the MATC is and has been since the 1930's the tread way within the Appalachian Trail corridor. The corridor within Maine is generally a relatively narrow strip, averaging 1000 feet wide. Where the corridor passes through privately owned land, the corridor is generally either owned by the National Park Service in fee or is subject to an easement in favor of the National Park Service. Where the corridor passes over State or federally owned land, it is usually the subject of an agreement with the State or federal agency which has jurisdiction over the land;

WHEREAS, the Maine Appalachian Trail Land Trust (MATLT) was founded in 2002 by persons with a strong interest in the protecting not only the Appalachian Trail corridor within Maine but also the surrounding land area adjacent to an in the vicinity of the corridor so that the Appalachian Trail and the "wilderness" experiences that it affords are protected from incompatible land uses;

WHEREAS, the MATLT has, in its short history, assembled a Board and Advisory Council composed of persons with a remarkable depth of experience and knowledge concerning the Appalachian Trail, land trusts and the acquisition of large land areas for conservation purposes; has achieved 501(c)(3) status as a charitable organization; has begun establishing a membership base from both inside and outside of Maine; and has become active within Maine in discussions with landowners and conservation groups concerning land acquisitions near the Appalachian Trail;

WHEREAS, the ATC and MATC are supportive of the efforts of the MATLT and see those efforts as critical in achieving the fullness of the vision of those who, three quarters of a century ago, first propounded the idea of the Appalachian Trail;

WHEREAS, the MATC and the MATLT are already connected not only through their common desire to protect the Appalachian Trail and its environs but also through the joint membership of many members and the requirement in the MATLT's by-laws that two members of the Board of Directors of the MATLT be nominees of the MATC;

WHEREAS, the ATC and MATLT are already connected not only through their common desire to protect the Appalachian Trail but also through the joint membership of many members and through the encouragement and support that the MATLT has received from the ATC and, especially, from the Land Trust Program of the ATC; and

WHEREAS, the parties to this Memorandum of Understanding wish to further clarify and memorialize the nature of the cooperation which these separate and independent corporate entities, which share a common goal, desire to pursue in the future with respect to the protection of the Appalachian Trail corridor and its environs within the State of Maine.

NOW THEREFORE, the parties hereto hereby express their intent and desire to cooperate in their common goal of protecting the Appalachian Trail and its environs in Maine, hereinafter collectively referred to "AT Lands", by agreeing to the following understandings concerning their future activities with respect to the acquisition of interests in AT Lands:

1. The MATLT will confer and consult with the ATC and the MATC before it acquires interests in AT Lands and will, to the extent possible, endeavor to pursue land acquisition projects which are consistent with the goals and objectives of the ATC and the MATC with respect to the Appalachian Trail in Maine.
2. The ATC will endeavor to have the MATLT be the lead organization to pursue opportunities for AT Lands acquisitions and will assist it in so doing within the limits of ATC resources.
3. In the case of large and/or costly proposed acquisitions, the ATC and the MATLT will jointly and cooperatively pursue certain AT Lands acquisition opportunities.
4. The ATC, MATC and MATLT will meet at least annually to discuss AT Lands acquisition priorities and other issues related to the Appalachian Trail and AT Lands.
5. The MATLT will cooperate with the ATC in the ATC's efforts to foster the establishment of state or regional level land trusts with the purpose of protecting the Appalachian Trail and its environs.

6. The MATLT will endeavor to provide monitors to work within MATC monitoring programs for the Appalachian Trail and will consult on ways in which the MATC trail maintaining corps can assist in monitoring the AT Lands acquired by the MATLT.
7. The understandings expressed herein are not legally enforceable obligations of _____ the _____ parties.
8. Any party may withdraw from this Memorandum of Understanding by giving notice to the other parties.

The parties have executed this Memorandum of Understanding through their authorized representatives on the dates indicated below.

MAINE APPALACHIAN
TRAIL LAND TRUST

Date: _____

By: Thomas D. Lewis
Its: President

MAINE APPALACHIAN
TRAIL CLUB, INC.

Date: _____

By: Don Stack
Its: President

APPALACHIAN TRAIL
CONFERENCE

Date: _____

By:
Its:

Approved by MATC Executive Committee 12 September 2003, Signed by ATC 3/29/2004