

## Conservation Easement

THIS CONSERVATION EASEMENT, made this \_\_\_\_\_ day of, 2004, by \_\_\_\_\_  
(hereinafter referred to as the Grantor).

### W-I-T-N-E-S-S-E-T-H:

WHEREAS, the purpose and intent of this easement is to preserve habitat for:

WHEREAS, the Property described herein has scenic, natural and aesthetic value in its present state as a natural area which has not been subject to development or exploitation;

WHEREAS, the Grantor is willing to grant a Conservation Easement over the Property, thereby restricting and limiting the use of the Property, on the terms and conditions and for the purposes hereinafter set forth, and the Grantee is willing to accept such easement;

WHEREAS, both the Grantor and the Grantee recognize the scenic, natural and aesthetic value of the Property in its present natural state, and have, by the conveyance of a Conservation Easement to the Grantee, the common purpose of conserving the natural values of the Property, preserving the natural character of the Property, and preventing the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of the Property in its scenic and natural condition.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the Grantor in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor hereby grants, bargains, sells, and conveys unto the Grantee and its successors and assigns forever and in perpetuity an interest in and Conservation Easement on the lands of the Grantor situated in the County of \_\_\_\_\_ in the State of Arkansas, more particularly described as follows hereinafter referred to as the Property:

### Property Description

The terms, conditions and restrictions of the Conservation Easement are hereinafter set forth in the following subindented subparagraphs 1-7:

1. No building, billboard, or advertising material, fence or other structure shall be erected on the Property.
2. There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive material on or within the Property.
3. There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material nor any building of roads on or within the Property or other change in the general topography of the Property.
4. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation on or within the Property.
5. There shall be no activities, actions, or uses detrimental or adverse to rare species on or within the Property.
6. The Property shall not be used for any commercial purpose. The Property may be used only for recreational, scientific, family or personal use, in such way as to minimize the alteration of the natural state of the Property.
7. Grantor will not construct any structure or deposit any material causing the damming, diversion, blockage or other material alteration of the Property without the consent of the Grantee.

The Conservation Easement given by Grantor is granted subject and in addition to and not in derogation of the rights and restrictions conferred in earlier deeds executed by the Grantor with respect to the Property (collectively "Prior Rights and Restrictions"). To the knowledge of Grantor, there are no Prior Rights and Restrictions that would adversely affect the Grantee's use of the Property as described in this Conservation Easement.

The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Conservation Easement by a prior failure to act.

The Grantee, or its successors or assigns, reserves the right to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor, or its successors, or assigns are complying with the terms, conditions, restrictions and purposes of this Conservation Easement.

The Grantor expressly reserves the use of the Property for all purposes not inconsistent with this Conservation Easement and specifically:

1. The right of the Grantor, its successors or assigns, to the fee title of these lands and the pride and prestige which accompany such ownership of the Property.
2. The right of the Grantor or its successors or assigns to be consulted with respect to the plans of the Grantee for monitoring the Property.
3. The right to enter and travel across the Property as necessary to protect Grantor's rights and to control fire.

The Grantor and the Grantee agree that this instrument shall be recorded and that the terms, conditions, restrictions and purposes of this Conservation Easement will thereby become a permanent part of the chain of title to the Property.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, with all appurtenances thereunto belonging. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon the Grantor, but also upon its agents, heirs and assigns, and all other successors in interest to it and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and seals in the day and year above written.

**GRANTOR:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_