

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2004 by and between _____, whose address is _____ (the “**Grantor**”) and the IDAHO FISH AND WILDLIFE FOUNDATION, an Idaho non-profit corporation, whose address is P.O. Box 1617, Boise, Idaho 83702 (the “**Foundation**”).

RECITALS

A. The Grantor owns real property in _____ County, Idaho, described in **Exhibit A** and shown for reference purposes on the map attached as **Exhibit B**, together with all appurtenances thereto, including, without limitation, all minerals and mineral rights and water and water rights (collectively, the “**Property**”).

B. The Property consists of approximately _____ acres, comprised primarily of rangeland and including a Residential Area, as shown on **Exhibit B**.

C. The Property possesses significant conservation values, including, but not limited to natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values, that are of great importance to the Grantor, the Foundation, the people of _____ County, and the people of the State of Idaho (collectively, the “**Conservation Values**”). Particular Conservation Values include, without limitation, unplowed grasslands, natural stream courses and waterways, unfragmented open space and rangeland, corridors for the unimpaired passage of wildlife, natural communities that provide habitat for native wildlife species, including, without limitation, raptors, waterfowl, and many species of common and rare plants and animals .

The mission of the Grantor is to protect and sustain Idaho’s fishing, hunting and wildlife heritage for present and future generations. This property is consistent with this mission.

D. As fee owner of the Property, the Grantor owns the affirmative rights to identify, preserve, and protect forever the existing features and values of the Property. The Grantor intends that the Conservation Values be preserved and maintained, pursuant to the terms and conditions of this Conservation Easement.

E. The State of Idaho has recognized the public importance and validity of conservation easements by enactment of Idaho Uniform Conservation Easement Act, Idaho Code Sections 55-2101 to 55-2109.

7/7/2009 9:34 AM

F. As of the Effective Date, the Foundation is a nonprofit corporation and a tax-exempt public charity as described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; is a “qualified organization” within the provisions of Section 170(h) of the Internal Revenue Code, qualified to acquire and hold conservation easements; and is a qualified “holder” under Idaho Code Section 55-2101(2)(b).

G. To accomplish the Conservation Purposes (as defined in Paragraph 1 below), the Grantor desires to convey to the Foundation and the Foundation desires to obtain from the Grantor a conservation easement that restricts the uses of the Property and that grants rights to the Foundation in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

H. Except for such monetary consideration (if any) as is set forth in this section, Foundation acknowledges that no goods or services were received in consideration of the grant of this Conservation Easement.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the recitals set forth above and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Idaho, and in particular, Idaho Code Sections 55-2101 to 55-2109, the Grantor voluntarily grants and conveys to the Foundation, and to the Foundation’s successors and assigns, and the Foundation hereby accepts, a perpetual conservation easement in, on, over, and across the Property, subject to the terms and conditions set forth in this document, restricting forever the uses that may be made of the Property and granting the Foundation rights in the Property (the “**Conservation Easement**”), and the Grantor and the Foundation agree as follows:

1. PURPOSES. It is the purpose of the Easement to preserve and protect in perpetuity and, in the event of their degradation or destruction, to enhance and restore the Conservation Values of the Property, which include, but are not limited to, open space and significant relatively natural features and values of the Property, and to conserve important habitat for wildlife; to protect rare or unique native plants currently known or later identified; and to conserve the diverse forest, meadow, and riparian vegetative communities and the wildlife inhabiting these communities. In achieving these purposes (the “**Conservation Purposes**”), it is the intent of the Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Conservation Values protected herein.
2. EASEMENT DOCUMENTATION REPORT. The parties acknowledge that an Easement Documentation Report (the “**Report**”) of the Property has been prepared and that the Report has been approved in writing by the Foundation and the Grantor. A copy of the Report is on file with the Grantor and the Foundation at their respective addresses for notices set forth in

Paragraph 12. Acknowledgement of the Report by the Foundation and the Grantor is attached to this Conservation Easement as **Exhibit E**. The parties agree that the Report contains an accurate representation of the biological and physical condition of the Property at the time of this grant and of the historical uses of the Property. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the controversy.

3. THE FOUNDATION'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Foundation by this Conservation Easement include, but are not limited to, the following:

A. Preserve and Protect. The Foundation may preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

B. Entry and Access Rights. The Foundation is, by this Conservation Easement, granted rights of access to enter upon the Property, using appurtenant easements and rights of way, if any, and may enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to determine whether the Grantor's activities are in compliance with the terms of this Conservation Easement and to take all actions deemed necessary by the Foundation to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values. Except in cases in which the Foundation determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement or to preserve or protect the Conservation Values, such entry will be upon giving notice to the Grantor at least seven (7) days in advance of such entry, as described in Paragraph 12, and will not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

C. Enforcement. The Foundation may prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes and may enforce the restoration of such areas or features of the Property that might be damaged by any inconsistent activity or use.

D. Additional Actions. The Foundation may employ the use of pesticides, herbicides or other biocides or any other means, including grazing of cattle or other animals, to control noxious weeds if, as reasonably determined by the Foundation, grazing has been ineffective or has been reduced to a level that fails to control such weeds; provided, however, that such use shall be with the consent of the Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed.

E. Fencing of Riparian Areas. The Foundation may, at its own expense, fence the riparian habitat along _____, where, in the sole opinion of the Foundation, such fencing is advisable in order to achieve the Conservation Purposes.

4. PERMITTED USES OF THE PROPERTY. The Grantor and the Foundation intend that this Conservation Easement shall confine the uses of the Property to the multiple natural resource conservation uses of ranching, open space, scenic, conservation, and plant and wildlife habitat, in accordance with the terms and conditions of this Conservation Easement, and to such other incidental uses as are expressly permitted in this Conservation Easement. Except as prohibited or otherwise limited by Paragraph 5 and by Exhibit D, the Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purposes. In that regard, the uses set forth in Exhibit C, though not an exhaustive list of consistent permitted uses, are consistent with this Conservation Easement and shall not be precluded, prevented, or limited by this Conservation Easement, except as follows: (a) as provided in Paragraph 5 and in Exhibit D; (b) in those instances in which prior approval by the Foundation is required under this Conservation Easement; and (c) in those instances in which any action or practice is or becomes inconsistent with the Conservation Purposes or diminishes or impairs the Conservation Values.

5. PROHIBITED USES OF THE PROPERTY. Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited uses, none of the uses described in Exhibit D shall be made of the Property. In making this grant, the Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Foundation that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of the Grantor, or the Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination, extinguishment, or modification.

6. REMEDIES.

A. Notice of Violation; Corrective Action. If the Foundation becomes aware that a violation of the terms of this Conservation Easement has occurred or is threatened to occur, the Foundation may give written notice to the Grantor of such violation. If the Grantor fails to cure the violation within thirty (30) days after receipt of notice from the Foundation, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Foundation shall have all remedies available at law or in equity to enforce the terms of this Conservation Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), to pay monetary amounts which, if not paid, could result in extinguishment, modification, non-enforcement or impairment of this Conservation Easement, and/or to recover any additional damages arising from the violation. The Foundation's rights under this Paragraph apply equally to actual or threatened violations of the terms of this

Conservation Easement. The Grantor agrees that the Foundation's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Foundation shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Foundation may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of N.R.S. Sections 111.390 to 440 are incorporated into this Conservation Easement by this reference, and this Conservation Easement shall include all of the rights and remedies set forth therein.

B. Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' fees, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, any costs of restoration shall be borne by the Grantor.

C. Emergency Enforcement. If the Foundation, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of the Conservation Easement, the Foundation may pursue its remedies under this Paragraph 6 without prior notice to the Grantor and without waiting for the cure period to expire.

D. The Foundation's Discretion. Enforcement of the terms and provisions of this Conservation Easement shall be at the sole discretion of the Foundation, and the failure of the Foundation to discover a violation or to take action under this Paragraph 6 shall not be deemed or construed to be a waiver of the Foundation's rights under this Conservation Easement with respect to such violation in the event of any subsequent breach. In no event shall any delay or omission by the Foundation in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy.

E. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Foundation to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including fire, flood, storm, and earth movement.

7. ASSIGNMENT/CO-MANAGEMENT.

A. The Foundation may, in the Foundation's sole discretion, assign this Conservation Easement, provided that: (a) the Grantor is given written notice of the Foundation's intent to assign this Conservation Easement; and (b) any assignment shall be made only to an organization qualified, at the time of assignment, as an eligible donee under Internal Revenue Code Section 170(h)(3) or its successor or under any regulations issued hereunder, and such organization shall be an entity qualified, at the time of assignment, pursuant to Idaho Code Section 55-2101(2)(b) or any subsequent Idaho law governing the creation, transfer, and enforcement of conservation easements.

B. The Foundation may enter into a Co-Management Agreement with the Idaho Department of Fish and Game (Department) to transfer annual management responsibilities of the Easement to the Department's Habitat Management Section. Additionally, the Grantor understands that as Co-Manager, the Department will aid the Foundation in carrying out and upholding the conservation purposes of the Easement including the legal defense of the easement provisions.

8. RUNNING WITH THE LAND. The Conservation Easement created by this Deed shall burden and run with the Property in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or the Foundation shall also apply forever to and shall burden or benefit, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear. The Grantor agrees that transfer by the Grantor of any interest in the Property shall be in accordance with the terms of Paragraph 8 of Exhibit C.

9. REPRESENTATIONS AND WARRANTIES.

A. Hazardous Materials. The Grantor represents and warrants that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (1) constitute a present or potential threat to human health, safety, welfare, or the environment; or (2) violate any Environmental Law, as that term is defined in Paragraph 15. The Grantor represents and warrants that there are no underground tanks located on the Property. The Grantor represents and warrants that the Grantor shall comply with all Environmental Laws in using the Property and that the Grantor shall keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials, as that term is defined in Paragraph 15.

B. State of Title. The Grantor represents and warrants that the Grantor has good and sufficient title to the Property (including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights) and that the Grantor has full right and authority to grant this Conservation Easement.

C. Compliance with Laws. The Grantor represents and warrants that the Grantor has not received notice of and has no knowledge of any material violation of any federal, state,

county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

D. No Litigation. The Grantor represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority To Execute Conservation Easement. The person or persons executing this Conservation Easement on behalf of the Foundation represent and warrant that the execution of this Conservation Easement has been duly authorized by the Foundation. The person or persons executing this Conservation Easement on behalf of the Grantor represent and warrant that the execution of this Conservation Easement has been duly authorized by the Grantor.

10. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Foundation shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of the Grantor, the public, or any third parties from risks relating to conditions on the Property. The Grantor agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Grantor shall keep the Foundation's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. The Grantor shall be solely responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. The Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use reserved by Grantor and permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes the Grantor, the obligations of each and all of them under this Conservation Easement shall be joint and several.

11. INDEMNIFICATION BY THE GRANTOR. Notwithstanding any other provision of this Conservation Easement to the contrary, the Grantor agrees to indemnify, defend, and hold the Foundation, including, without limitation, the Foundation's members, directors, officers, employees, agents, co-managers and contractors, and its successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any costs, liabilities, penalties, damages, claims (whether based on negligence or strict liability), or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of or arising out of: (a) the activities of the Grantor on the Property; (b) the inaccuracy of any representation or warranty made by the Grantor; (c) any breach of this Conservation Easement; (d) any injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties. Without

limiting the foregoing, the Grantor shall indemnify, defend, and hold harmless the Indemnified Parties for all of the following:

A. Approvals. Any claim, liability, damage, or expense suffered or incurred by or threatened against the Foundation by the Grantor or any other person related to any approvals requested by the Grantor, whether given or withheld by the Foundation under this Conservation Easement, except as such claim, liability, damage, or expense is the result of the Foundation's unreasonableness, gross negligence or intentional misconduct.

B. Taxes. Any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property.

C. Hazardous Materials. Any Hazardous Material, as that term is defined in Paragraph 15, present, alleged to be present, or otherwise connected in any way to the Property, whether by, on, or after the date of this Conservation Easement.

12. NOTICE; APPROVAL.

A. Notice for Entry. Where notice to the Grantor of the Foundation's entry upon the Property is required under this Conservation Easement, the Foundation shall notify any of the persons constituting the Grantor or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 12(C) prior to such entry.

B. Approval Request. Except as provided in Paragraph 12(A), whenever express agreement or consent is required by this Conservation Easement, the initiating party shall give written notice, in the manner described in Paragraph 12(C), and detailed information to the other party. The receiving party shall review the proposed activity and notify the initiating party within forty five (45) days after receipt of notice of any objections to such activity. Any objections by a party shall be based upon its opinion that the proposed activity is inconsistent with the terms of this Conservation Easement.

C. Written Notices. Any written notice called for in this Conservation Easement shall be delivered: (1) in person; (2) by certified mail, return receipt requested, postage prepaid; (3) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (4) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices shall be addressed as follows:

To the Foundation: The Idaho Fish and Wildlife Foundation
P.O. Box 2254
Boise, Idaho 83701
Attn: Executive Director
Fax: 208 334-2148

To the Grantor: _____

Fax: _____

Either party may, from time to time, by written notice to the other, designate a different address that shall be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

D. Subsequent Activities. Permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature.

13. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Conservation Easement are intended to be perpetual. If any provision or purpose of the Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and purposes of the Conservation Easement, and the application of such provision or purpose to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Foundation shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Foundation's and the Grantor's interests at the time of this grant, it being expressly agreed that this Conservation Easement constitutes a compensable property right. All expenses incurred by the Grantor and the Foundation in such action shall be paid out of the recovered proceeds.

15. INTERPRETATION.

A. Liberal Construed. It is the intent of this Conservation Easement to preserve the condition of the Property and each of the Conservation Purposes, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation

DRAFT

Easement shall be liberally construed to effectuate the Conservation Purposes and to allow the Grantor's use and enjoyment of the Property to the extent consistent with those Conservation Purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Purposes are the intended best and most productive use of the Property. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Idaho, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

B. Governing Law. This Conservation Easement shall be interpreted in accordance with the laws of the State of Idaho.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of the Conservation Easement and shall have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Conservation Easement to the contrary, nothing in this Conservation Easement shall be construed such that it creates in or gives to the Foundation: (1) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in Environmental Laws (as that term is defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.) ("**CERCLA**"); (2) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (3) the obligations of a responsible person under any applicable Environmental Law; (4) any obligation to investigate or remediate any Hazardous Materials, as defined below, associated with the Property; or (5) any control over the Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Definitions.

(1) The terms "**Grantor**" and "**Foundation,**" wherever used in this Conservation Easement, and any pronouns used in place thereof, shall mean and include, respectively, the Grantor and the Grantor's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Foundation and its co-managers, successors and assigns.

(2) The term "**Hazardous Materials**" includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or

radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “**Environmental Law**”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to CERCLA, as defined above; the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Idaho state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

16. SUBSEQUENT LIENS ON PROPERTY. No provision of this Conservation Easement should be construed as impairing the ability of the Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must, at all times, be subordinated to the Conservation Easement by means of a subordination document acceptable to the Foundation in the Foundation’s sole discretion.

17. RE-RECORDING. The Foundation is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the Foundation to be the Grantor’s attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on the Grantor’s behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

18. ACCESS. This Conservation Easement shall give or grant to the public a right to enter upon or use the Property or any portion of the Property as defined in Exhibit C, Permitted Uses of the Property.

19. SUBSEQUENT TRANSFERS. The Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and the Grantor further agrees to notify the Foundation of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. Leasing all or any portion of the Property for a period of five (5) or more years is subject to prior written approval by the Foundation, which approval shall not be unreasonably withheld, conditioned, or delayed. The failure of the Grantor to comply with this Paragraph 19 shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of the Grantor, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

DRAFT

20. ENTIRE AGREEMENT. This Conservation Easement, together with the attached exhibits and schedules, if any, and any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Conservation Easement and supersedes all prior agreements and understandings of the parties.

21. EXHIBITS. The following exhibits are attached to and are incorporated into this Conservation Easement:

- Exhibit A: Legal Description of the Property;
- Exhibit B: Map of the Property;
- Exhibit C: Permitted Uses of the Property;
- Exhibit D: Prohibited Uses of the Property;
- Exhibit E: Acknowledgement of Easement Documentation Report.

IN WITNESS WHEREOF, the parties have executed this Conservation Easement as of the Agreement Date.

THE GRANTOR:

FISH AND WILDLIFE FOUNDATION

By: _____

By: _____

Name: _____

Name: _____

Title: Executive Director

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, the _____ of _____, a _____ corporation.

Notary Public

Address: _____

My commission expires: _____

DRAFT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004,
by _____, the _____ of the Idaho Fish and Wildlife Foundation a non-
profit corporation.

Notary Public
Address: _____

My commission expires: _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE GRANTOR'S INITIALS: _____

DRAFT

EXHIBIT B
MAP OF THE PROPERTY

THE GRANTOR'S INITIALS: _____

C:\USERS\FRITZ\APPDATA\LOCAL\MICROSOFT WINDOWS\TEMPORARY INTERNET
FILES\CONTENT\OUTLOOK\23Z\XUOLF\FWF CONSERVATION EASEMENT FORMAT.DOC
August 7, 2012

EXHIBIT C

PERMITTED USES OF THE PROPERTY

The uses set forth in this **Exhibit C** detail specific activities that are permitted under the Conservation Easement. The uses set forth in this **Exhibit C** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this **Exhibit C** and, notwithstanding any provision of this Conservation Easement to the contrary, in no event shall any of the permitted uses of the Property (whether set forth in this **Exhibit C** or elsewhere in this Conservation Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Conservation Easement.

1. **RANCHING.** The Rangeland may be used for commercial breeding, raising, pasturing, and grazing of domestic livestock solely as follows and in compliance with the terms and conditions of this Conservation Easement (collectively “**Ranching Operations**”).

A. **Livestock Grazing.** See restrictions on the raising of domestic cervidae in Exhibit D, Prohibited Uses of the Property

B. [other activities – cultivation of crops, hay production, etc.]

C. **Prescribed Burning.** Prescribed burning is allowed as a tool for the management of the Rangeland, provided that such practice, including, but not limited to, the amount, frequency, and manner of application, shall be in accordance with all applicable laws, rules, and regulations.

D. **Fertilizers, Pesticides, Herbicides, and other Biocides.** Herbicides may be applied on the Rangeland only for the control of non-native noxious weeds as required by Idaho law and in compliance with all applicable laws, rules, and regulations; provided, however, that application by aerial spraying is prohibited. No other pesticides, herbicides, fertilizers or biocides are permitted on the Rangeland, unless approved by the Foundation as part of a weed management plan.

2. **RESIDENTIAL USE.**

A. **Residences.** The Grantor is permitted to occupy and use the Residential Area for: (1) single-family occupancy of the ____ existing residences by the Grantor and the Grantor’s family and guests or by a ranch hand and his or her family and other uses incidental to such single-family residential use.

THE GRANTOR’S INITIALS: _____

B. Pets and Domestic Animals. The Grantor may keep and raise domestic animals and pets in the Residential Area and may keep and raise chickens, goats, and other farm animals in the Residential Area, provided that all such animals and pets are confined to the Residential Area.

C. Gardens and Landscaping. The Grantor may plow, disk, cultivate, plant, sow, irrigate, install, and maintain gardens, orchards, and landscaping in the Residential Area.

D. Fertilizers, Pesticides, Herbicides, and other Biocides. Pesticides, herbicides, and other biocides associated with permitted residential activities, and in quantities consistent with permitted residential activities, are permitted in the Residential Area, if in compliance with all applicable laws, rules, and regulations. No other pesticides, herbicides, fertilizers, or biocides are permitted on the Residential Area.

3. MAINTENANCE, REPAIR AND REPLACEMENT.

A. Agricultural, Non-Residential Structures. The Grantor shall have the right to maintain, repair, and replace ranching and non-residential improvements that exist on the Property as of the date of this Conservation Easement in the same location.

Fences that exist on the Property as of the date of this Conservation Easement may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, without any further permission of the Foundation.

B. Single-Family Residential Dwellings. The single-family residential dwellings and appurtenances that exist in the Residential Area as of the date of this Conservation Easement (collectively, the “**Residence**”), as shown in the Report and on **Exhibit B**, may be repaired and may be replaced at their current locations without further permission of the Foundation.

C. Roads and Trails. The construction, reconstruction, or replacement of any roads and trails is prohibited, except as set forth in the remainder of this Paragraph 3(C). The Grantor may maintain roads and trails that exist on the Property as of the date of this Conservation Easement at the levels of improvement for each that exist as of the date of this Conservation Easement. The Grantor may construct and maintain new roads and trails on the Property, provided that: (1) such new roads and trails, if constructed on the Rangeland, shall be reasonably necessary for the permitted Ranching Operations; (2) the Grantor shall have obtained the Foundation’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new roads and trails; and (3) such new roads and trails shall not be constructed within the high water mark of any natural or artificial water feature and shall also comply with all terms and conditions of this Conservation Easement.

THE GRANTOR’S INITIALS: _____

4. FISHING AND HUNTING.

A. Grantor recognizes that access for hunting and fishing is an important part of the Foundation mission. Grantor agrees to allow reasonable access to the Property for anglers and hunters.

5. WATER RESOURCES. [insert appropriate provisions or delete]

6. PASSIVE RECREATIONAL USES. The Grantor may conduct passive recreational activities on the Property, including, but not limited to, bird watching, hiking, horseback riding, and picnicking.

7. SIGNS. The Grantor may erect a reasonable number of signs or other appropriate markers not to exceed dimensions of four feet (4') by eight feet (8') in a prominent location on the Property, visible from a public road, which identify ranching or open space activities on the Property.

8. TRANSFER OF PROPERTY. Except as otherwise set forth in Paragraph 1 of Exhibit D and elsewhere in this Conservation Easement, the Grantor may transfer the Property in its entirety (but not in any portion less than its entirety), provided that the transfer is in accordance with Paragraph 19 of the Conservation Easement and is not prohibited in Exhibit D.

9. RESIDUAL RIGHTS; PRIOR APPROVAL. Except as expressly limited by this Conservation Easement, the Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose that is consistent with this Conservation Easement.

10. QUESTIONABLE ACTIVITIES. If any question exists regarding whether historic, current, or new practices or activities are permitted or would be inconsistent with the Conservation Purposes or would diminish or impair the Conservation Values, the Grantor shall notify the Foundation in writing and obtain the Foundation's written approval prior to engaging in such practices or activities.

THE GRANTOR'S INITIALS: _____

EXHIBIT D

PROHIBITED USES OF THE PROPERTY

Though not an exhaustive list of prohibited uses, none of the uses described below shall be made of the Property. The following are set forth both to list specific prohibited activities on the Property and to provide guidance in determining whether or not other activities are inconsistent with the Conservation Purposes.

1. **NO SUBDIVISION.** The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Agreement Date, the Property might be comprised of separate legal parcels, the terms and conditions of this Conservation Easement shall apply to the Property as a whole, and the Property shall not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Grantor nor the Grantor's personal representative, heirs, successors, or assigns shall sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Agreement Date shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Conservation Easement as applied to the Property as a whole. Notwithstanding the remainder of this Paragraph 1, ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any applicable laws, but no owner of an undivided interest in the Property shall have the right of exclusive occupancy or exclusive use of any separate portion of the Property, or any right to have the Property partitioned in kind, whether pursuant to Idaho statute or otherwise.

2. **NO NON-RANCHING COMMERCIAL USES.**

A. The establishment of any commercial or industrial uses on the Property, other than the continuation of the permitted Ranching Operations, as described in Exhibit C, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (a) the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock that are owned by a person or entity other than the Grantor are grouped together for intensive feeding purposes; (b) the planting and cultivation of commercial orchards; (c) the establishment or maintenance of any commercial greenhouses or plant nurseries; (d) the establishment or maintenance of any dairies; (e) the establishment or maintenance of any commercial bee hives; and (f) the establishment or maintenance of any mineral extraction activities. The establishment of any apartment buildings or other multi-family dwellings on the Property is prohibited.

THE GRANTOR'S INITIALS: _____

B. Game Farming or Game Farm Animals - The Grantor will not construct, conduct, or operate a game farm, or raise or hold game farm animals on the Property. Game farm animals include game farm animals regulated or prohibited by the Idaho Code Sections 36-701 through 36-716, Section 25-3601 and Section 25-3701 (1999), or the Idaho Department of Fish and Game and penned, enclosed, or privately-owned caribou, black bear, mountain lion, white-tailed deer, mule deer, black-tailed deer, coues deer, elk, fallow deer, reindeer, moose, antelope, bighorn sheep, mountain goat, red deer, or any other cloven-hoofed ungulate which is indigenous to Idaho or which could interbreed or spread disease to any cloven-hoofed ungulate indigenous to Idaho.

3. NO USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as expressly permitted by the terms of Exhibit C of this Conservation Easement, the exercise of any development rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, golf courses, camping accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, Quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines.

Except as expressly permitted by the terms of Exhibit C of this Conservation Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property; provided, however, that, with prior written permission of the Foundation, this Paragraph 3 shall not preclude such transfer of development rights resulting from the destruction or demolition of any new or existing residential or agricultural buildings on the Property.

4. NO NATURAL RESOURCE DEVELOPMENT. The exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. The Grantor shall not grant any rights to any minerals, oil, gas, or hydrocarbons, including exploration or extraction rights in or to the Property, and the Grantor shall not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.

5. NO HAZARDOUS MATERIALS. The use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, or unsightly or toxic or Hazardous Materials or agrichemicals is prohibited, except as follow: [INSERT EXCEPTIONS]

6. NO LONG-TERM LEASES. Leasing the Property for a period of five (5) or more years without the consent of the Foundation, as provided in Paragraph 19 of the Conservation Easement, is prohibited.

THE GRANTOR'S INITIALS: _____

7. NO ALTERATION OF NATURAL WATER COURSES; NO DEGRADATION OF WATER QUALITY. The manipulation or alteration of any natural water course, wetland, stream bank, shoreline, vernal pool or body of water is prohibited. Activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters, are prohibited.
8. NO IMPAIRMENT OF WATER RIGHTS. Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action that diminishes or extinguishes such water rights is prohibited.
9. VEHICLES. The use of any motorized vehicles off designated roadways, except for permitted Ranching Operations, is prohibited. The use of motorized vehicles for recreational purposes is prohibited.
10. INTRODUCTION OF GRASSES, PLANT, ANIMAL SPECIES OR EXOTICS. Except as expressly permitted by the terms of **Exhibit C**, no seeding, planting, or introduction of grasses, clovers, or any other plant species is permitted. Except as expressly permitted by the terms of **Exhibit C**, the introduction of any non-native plant or non-native animal species is prohibited.
11. NO PLOWING, DISKING, ALTERATION OF TOPOGRAPHY. The plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property is prohibited, except for: (i) the grazing of livestock as permitted by the terms of **Exhibit C**; or (ii) the construction of permitted structures on the Property pursuant to the terms and conditions of this Conservation Easement. Any change in the topography of the Property through the placement on the Property of soils, land fill, dredging spoils, or other materials is prohibited, except as incidental and necessary to the activities permitted under this Conservation Easement. Notwithstanding any provision of this Paragraph 11 or the remainder of this Conservation Easement to the contrary, in no event shall any permitted plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property diminish or impair the Conservation Values.
12. NO CONVERSION OF PROPERTY. Except as otherwise permitted in Paragraph 1(A) of **Exhibit C**, the use of the Rangeland for, or conversion of the Rangeland to, crops, orchards, vineyards, or any other agricultural or commercial purpose is prohibited.
13. INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is or becomes inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited.

THE GRANTOR'S INITIALS: _____

DRAFT

14. JUNK YARDS. The storage or disassembly of inoperable automobiles, machinery, equipment, trucks, and similar items for purposes of storage, sale, or rental of space for any such purpose is prohibited.

15. DESTRUCTION OF NATIVE VEGETATION. Except as otherwise specifically permitted in Exhibit C, the removal, cutting or destruction of native vegetation is prohibited.

16. TIMBER HARVESTING. Except as otherwise specifically permitted in Exhibit C, the taking or harvesting of timber, standing or downed, on the Property, except for disease or insect control or to prevent property damage or personal injury, is prohibited. In no event may timber be collected for or used for commercial purposes.

THE GRANTOR'S INITIALS: _____

DRAFT

EXHIBIT E

ACKNOWLEDGMENT OF EASEMENT DOCUMENTATION REPORT

THE GRANTOR'S INITIALS: _____