

STREAM STEWARDSHIP TRUST FUND
CONSERVATION EASEMENT

THIS EASEMENT, is made by and between _____ and _____, husband and wife, hereinafter referred to as "Landowners", and the CONSERVATION COMMISSION OF MISSOURI, an agency of the State of Missouri, hereinafter referred to as "Commission" with a mailing address of 2901 W. Truman Blvd., P.O. Box 180, Jefferson City, Missouri, 65102-0180.

WITNESSETH:

WHEREAS, the Landowners are the owners in fee simple, with clear and marketable title, not subject to limiting liens or claims that would preclude conveyance of an easement, of a tract of land fronting _____ in _____ County, Missouri, said tract being fully described below and hereinafter referred to as the "area"; and

WHEREAS, the Commission in accordance with its Article IV, Sections 40-46 constitutional authority over the fisheries, forestry and wildlife resources of the State of Missouri, desires to ensure the management, preservation and protection of said resources of the area and to promote the wise use of these resources and

WHEREAS, both parties desire to ensure the preservation of the area in a condition that will sustain the fish, wildlife, forest and riparian values and assure the protection and maintenance of the watercourse associated with said tract of land in perpetuity;

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

In consideration of the sum of \$1.00 and other good and valuable consideration for the easement, the receipt and adequacy of which is hereby acknowledged, _____ and _____, husband and wife, ("Landowners") do hereby grant, bargain and sell, convey, and confirm unto the CONSERVATION COMMISSION OF MISSOURI, an agency of the State of Missouri ("Commission"), its successors and assigns, a perpetual conservation

easement to the below-described land, to ensure the proper conservation management, protection and preservation of the area more particularly described as:

(legal description here)

TERMS AND CONDITIONS:

THE LANDOWNERS AGREE:

1. No permanent or temporary buildings, billboards, or other permanent or temporary structures will be placed on the area described herein, except that deer stands may be placed within the easement boundary.
2. Not to farm, graze, or crop the area, except that hay may be cut as needed from the landward portion of the easement, defined as being more than 100 feet from the top of the streambank.
3. To refrain from filling, excavating or dredging, removing topsoil, sand, gravel, rock or other materials or building any roads or making any change in the topography of the easement area in any manner, except that sand and gravel may be harvested from gravel bars for personal use as long as state sand and gravel guidelines are followed.
4. To refrain from removing, damaging or cutting of trees or plants except under the direction of a forest stewardship plan provided by a Missouri Department of Conservation resource forester or their designate and that only A-grade logs may be removed from the first 20 feet from top of streambank.
5. To refrain from using the area to water livestock and to maintain the easement boundary fence in such a manner as to exclude livestock.
6. To refrain from spraying herbicides and/or pesticides except to control noxious plants or pests, and then only approved herbicides or pesticides may be used in accordance with label directions.
7. To refrain from dumping of ashes, trash, household wastes, tires, vehicles or farm equipment, hazardous wastes, toxic chemicals or materials, garbage or other unsightly, foreign or offensive material on the area.
8. To refrain from changing, manipulating or altering natural water courses, backwaters, marshes or other water bodies within the area, or engaging in activities or uses detrimental to water quality of the area. Landowners shall not create and maintain any low water crossings not already existing on the area without first obtaining written approval from the Missouri Department of Conservation.
9. To refrain from operating, allowing, or giving permission to others to operate, any motor driven land or amphibious conveyance within the area except for equipment used in agricultural practices or in the pursuit of fishing, hunting, camping, or other compatible forms of

recreation, provided that such activity does not create areas devoid of vegetative cover which are vulnerable to erosion within the conservation easement area.

10. To manage all properties currently enrolled in the Conservation Reserve Program (CRP) and within the conservation easement boundary in accordance with the terms of this agreement to the maximum extent permitted by the current CRP contract, and fully in accordance with this agreement once the current CRP contract expires.

11. To permit the Conservation Commission of Missouri and the Missouri Department of Conservation, their agents, representatives, or licensees to enter on the area at reasonable times to inspect and enforce the provisions of this agreement.

12. To allow the Missouri Department of Conservation and the Missouri Conservation Heritage Foundation, or either of them, to conduct limited tours of the easement area for educational purposes relative to stream and riparian management demonstrations.

13. To place of record any release or subordination agreement from any lienholder (other than road and utility easement holders) necessary to give this easement priority over any and all existing mortgages, deeds of trust or liens on or affecting the property conveyed hereunder.

THE CONSERVATION COMMISSION OF MISSOURI AGREES:

1. To grant the Landowners the rights to any agricultural products, timber, or firewood that might be removed from the area. Such removals, however, may only take place under the conditions outlined in a forest stewardship plan approved by, or with written permission from, the Missouri Department of Conservation.

2. To recognize existing utility easements and their holder's responsibility to maintain these easement properties, but that they will be encouraged to maintain ground cover on these properties.

3. To provide the Landowners with at least a one week prior verbal or written notice of plans to conduct a tour of the easement area.

IT IS MUTUALLY AGREED BY THE PARTIES HERETO:

1. The easement shall commence upon the date of execution by both parties.

2. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed with this grant shall not only be binding upon the Landowners, but shall be deemed to run with the land and therefore bind also their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running with the land in perpetuity.

3. If any provision of this easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this easement and the

application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall survive and not be affected thereby.

4. The Conservation Commission of Missouri and the Missouri Department of Conservation, or either of them, may enforce the terms of this easement by inspection, viewing, letter, claim, demand, or suit at law or in equity, and shall have standing for such suit or suits and may bring same in the Circuit Court of Cole County, Missouri, the parties agreeing that venue shall be proper in that county and circuit.

5. If the Landowners fail to abide by any of the terms and conditions of this agreement (and fail to correct the infraction within 60 days of a written notice), the Conservation Commission of Missouri and its successor or assign may at its sole election either enforce the terms of the agreement as above, or terminate this agreement for cause. If this agreement is terminated by the Commission pursuant to the provisions of this paragraph, Landowners will:

- (a) forfeit all rights to payments under this contract; and
- (b) refund all payments previously issued, together with interest thereon, at the then-existing prime interest rate plus 3%, which interest shall begin to accrue 30 days from the date that Landowners receive notice of such termination if such refund of all payments previously issued is not paid prior to thirty days after such receipt of notice of termination. Any refund of payments shall be payable to the Missouri Conservation Heritage Foundation.

6. That given the dynamic nature of streams and the resulting changes in the adjacent land, both parties mutually agree to develop, amend or change and implement a Stream Stewardship Trust Fund (SSTF) Plan in writing whenever necessary to achieve the stated purposes of this Easement.

7. No right of access by the general public to any portion of the real property described herein is conveyed by this Easement.

8. Nothing herein shall be deemed to place upon the Conservation Commission of Missouri or the Department of Conservation any obligation or duty to supervise or manage the subject property, but this shall not limit their ability to electively monitor and enforce this easement as provided herein.

IN WITNESS WHEREOF, the parties have entered into Easement agreement on the last date written below.

LANDOWNERS:

CONSERVATION COMMISSION OF MISSOURI

by: _____
John Hoskins, Director

On this ____ day of _____, 2009, before me appeared John Hoskins, to me personally known who, being by me duly sworn, did say that he is Director of the Missouri Department of Conservation, and that the foregoing instrument was signed on behalf of the Conservation Commission of the State of Missouri by authority vested in him by such Commission, and the said John Hoskins acknowledged said instrument to be the free act and deed of the Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: _____