

476070

AFTER RECORDING RETURN THIS ORIGINAL DOCUMENT TO:

MONTANA LAND RELIANCE
P.O. BOX 355
HELENA, MT 59624

476070 EASEMENT Pages: 31
STATE OF MONTANA CHOUTEAU COUNTY
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TO: MONTANA LAND RELIANCE PO BOX 355, HELENA MT 59624

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 18th day of SEPTEMBER, 2019, by TALL GRASS RANCH, LLC, a Montana limited liability company, of 3235 Reservoir Lane, P.O. Box 4322, Helena, Montana 59604 (hereinafter together with its successors and assigns collectively referred to as "Grantor"), THE MONTANA LAND RELIANCE, a nonprofit Montana corporation with a principal office at 324 Fuller Avenue, Helena, Montana 59601 (hereinafter referred to as "Grantee"), and with a right of enforcement conveyed to the UNITED STATES OF AMERICA (the "United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC"), and as its interest appears herein.

This Easement has been acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property. Baseline conditions of the Protected Property are set forth in a Resource (Baseline) Documentation Report, a copy of which is maintained in the files of Grantee and in the office of the Montana NRCS, as further described in Section IX of this Easement.

RECITALS:

1. Grantor is the owner of certain real property in Chouteau County, Montana, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, that totals approximately 497 acres (hereinafter referred to as the "Protected Property"); and,
2. The Protected Property includes significant open-space land, as defined in the Montana Open Space Land and Voluntary Conservation Easement Act, Montana Code Annotated (MCA) Section 76-6-101, et seq.; and,
3. Preservation of the Protected Property by this Easement will yield significant public benefits to the people of the State of Montana, Chouteau County, and the United States by protecting, preserving, and providing the following significant resources, in perpetuity, in compliance with Section 170(h)(4)(A) of the Internal Revenue Code and Sections 76-6-101, et seq., MCA:
 - a. Open-space lands, fifty-eight percent (58%) of which are designated as agriculturally significant by NRCS, and which maintain the rural, agricultural, and natural scenic qualities of the area and provide opportunities to continue traditional farming and ranching practices

in perpetuity, as encouraged and supported by federal tax policies including Section 170(b)(1)(E) of the Internal Revenue Code, and clearly delineated land conservation policies of the federal government, and of the State of Montana, and local land conservation policies adopted in Chouteau County, Montana, as set forth in more detail below; and,

b. Retention of important farmland, including, prime, prime if irrigated, and important statewide and locally important soils, as designated by NRCS; and,

c. Scenic views of historic Montana landscapes and working agricultural lands in the Missouri River Valley, that are enjoyed by members of the general public traveling on Loma Bridge Road, a public roadway that runs near the Protected Property, and the general public recreating on the Missouri River;

d. Retention of significant open space for a variety of other uses, including for the benefit of fish and wildlife, including deer, elk, and sharp-tail grouse, all of which use the Protected Property;

(hereinafter collectively referred to as the "Conservation Values"); and,

4. The Chouteau County, Montana, Commissioners have expressly recognized in the Chouteau County Growth Policy, dated January 2011, the importance of preserving open space and agricultural lands in Chouteau County, Montana, as a result of rapid urban and suburban development of formerly rural lands; and,

5. The Chouteau County Growth Policy specifically encourages use of conservation easements to preserve open space, scenic areas, and agricultural lands; and,

6. The Protected Property is directly across the Missouri River from, and shares boundaries with public lands administered by the U.S. Bureau of Land Management, and therefore this Easement complements federal land management activities and provides public benefits recognized by Treasury Regulation Section 1.170A-14(d)(4)(iv)(A) (3); and,

7. The Protected Property borders a portion of the Missouri River that is designated as "Wild and Scenic" under the Wild & Scenic Rivers Act, and managed under the National Wild and Scenic Rivers System, therefore this Easement complements federal land management activities and provides public benefits recognized by Treasury Regulation Section 1.170A-14(d)(4)(iv)(A) (3); and,

8. Grantor, as the owner of the Protected Property, owns the rights to identify, preserve, and protect in perpetuity the Conservation Values of the Protected Property, which are of great importance to Grantor and to the public, and are worthy of preservation in perpetuity; and,

9. By conveying this Easement and its associated rights to Grantee, freely, voluntarily, and irrevocably, Grantor intends to preserve and protect in perpetuity the Conservation Values of the Protected Property; and,

10. The State of Montana has recognized the importance of private efforts toward voluntary conservation of private lands in the state by the enactment of MCA Sections 76-6-101, et seq., and 76-6-201, et seq.; and,

11. Grantor, Grantee, and NRCS acknowledge that this Easement is acquired to protect the agricultural use and future viability, and related Conservation Values, of the Protected Property by limiting non-agricultural uses of the Protected Property, thereby preserving and protecting in

perpetuity the multiple, interrelated land features which are critical to agricultural lands, open space, and wildlife habitat. This Easement protects 271 acres of prime, unique, or other productive soil which is fifty-eight percent (58%) of the Protected Property; and,

12. Grantee is a qualified organization under MCA Sections 76-6-104(5) and 76-6-204, organized to conserve land for open-space purposes, and is an organization described in Section 170(h)(3) of the Internal Revenue Code of 1986 (hereinafter the "Code") qualified to receive and hold conservation easements;

NOW, THEREFORE, for Ten Dollars and No 100's (\$10.00) paid by Grantee and the United States and other good and valuable consideration, including Grantor's express intention and agreement to make an absolute, unconditional, unrestricted, and voluntary gift of part of the value of this Easement, and in further consideration of the mutual promises and covenants contained in this Easement, Grantor hereby gives, grants, and conveys to Grantee, and the successors and assigns of Grantee, and to the United States, as its interests appear herein, this perpetual Easement with warranties of title on, over, and across the Protected Property, in accordance with the terms and conditions set forth below and together with a right of ingress and egress to the Protected Property over and across that certain easement described in Warranty Deed, dated July 13, 2013, filed July 15, 2013, as Document No. 467112, records of Chouteau County, Montana. Except for the bargain purchase consideration paid to Grantor by Grantee and the United States as set forth in Section I, paragraph D, Grantee acknowledges that no goods or services were received in consideration of the grant of this Easement, which Grantee received as of the date noted on page 1 of this Easement.

SECTION I

Purposes and General Effect of Easement

A. Purposes. The purposes of this Easement are to assure that the Conservation Values will be maintained in perpetuity, including protecting agricultural use and related Conservation Values, and to prevent any use of, or activity on, the Protected Property that will significantly impair those Values. A further purpose of this Easement is to ensure that the Protected Property remains available for agricultural uses. In achieving these purposes, it is the mutual intent of Grantor and Grantee to permit the continuation of such uses of the Protected Property as may be conducted consistent with the purposes and terms of this Easement. If one or more of the purposes of this Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Easement as long as any other purposes of the Easement may be accomplished. Grantor and Grantee recognize that changes in economic conditions, in technologies, in accepted farm, ranch, and forest management practices, and in the situation of Grantor may result in an evolution of land uses and practices related to the Protected Property provided that such uses and practices are consistent with the purposes of this Easement and with the protection of the Conservation Values.

B. Perpetual restrictions. This Easement shall run with the land and burden title to the Protected Property in perpetuity and shall bind Grantor, including all future owners and tenants, and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this Easement.

C. Dedication. The Protected Property is hereby declared to be open space pursuant to MCA Section 76-6-107, and may not, except as specifically provided herein and pursuant to statute, be converted from open space.

D. Agricultural land protection. The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of the Easement on the

Protected Property for the purpose of protecting the agricultural use and future viability and related Conservation Values by limiting nonagricultural uses of the Protected Property.

Therefore, in order to ensure compliance with the Agricultural Conservation Easement Program, any activities that are inconsistent with the purposes and terms of this Easement are prohibited. Notwithstanding any other provision of this Easement, Grantor, Grantee and NRCS agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in this Easement, including Exhibits B and C and the Agricultural Land Easement Plan ("ALE Plan") described in Section III, paragraph C. If any of the terms and conditions in this Easement, including the ALE Plan, are inconsistent with one another, the more restrictive terms and conditions will control.

SECTION II

Rights Conveyed

The rights conveyed by this Easement to Grantee are the following:

A. Identification and protection. To identify, preserve, and protect in perpetuity the Conservation Values of the Protected Property, including, but not limited to, its significant open space and relatively natural features, wildlife habitat, and scenic values, subject, however, to Grantor's reserved rights as herein provided and further subject to all third party rights of record in the Protected Property existing at the time of conveyance of this Easement and not subordinated to this Easement. Even if the Protected Property consists of more than one parcel or multiple separately described parcels for real estate tax or any other purpose, or if it was acquired previously as separate parcels, the Protected Property will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

B. Access. To enter upon the Protected Property to inspect the same and to monitor Grantor's compliance with the terms of this Easement, all in a manner that will not unreasonably interfere with the use of the Protected Property by Grantor. Grantee shall also have the limited right to enter the Protected Property to enforce the rights granted to Grantee in this Easement, and Grantor therefore conveys to Grantee a right of immediate entry onto the Protected Property if, in Grantee's sole judgment, reasonably exercised, such entry is necessary to prevent damage to or destruction of the Conservation Values protected by this Easement. Access is expressly limited to Grantee, as provided in the preceding sentence, and to employees, agents, and contractors of the United States to monitor and enforce its rights pursuant to this Section II and Section V, paragraph F. The Protected Property is accessible, for monitoring and enforcement purposes, by Loma Bridge Road, a public roadway that runs near the Protected Property, together with a right of ingress and egress to the Protected Property over and across that certain easement described in Warranty Deed, dated July 13, 2013, filed July 15, 2013, as Document No. 467112, records of Chouteau County, Montana. Aside from the rights of access granted to Grantor and the United States in the preceding sentences of this paragraph B, this Easement does not grant to Grantee, to the United States, nor to the public, any rights to enter upon the Protected Property.

C. Injunction and restoration. To enjoin any activity on, or use of, the Protected Property which is inconsistent with the purposes and terms of this Easement and to enforce the reasonable restoration of such areas or features of the Protected Property as may be damaged by such activity or use.

D. The United States' right of enforcement. Pursuant to 16 U.S.C. Section 3865 *et seq.*, the United States is granted the right of enforcement that it may exercise only if the terms of the

Easement are not enforced by the holder of this Easement. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under state or federal law if Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce this Easement against Grantor up to the amount of the United States' contribution to the purchase of this Easement.

E. The United States' rights of inspection and entry. For purposes of inspection and enforcement of this Easement, the ALE Plan as described in Section III, paragraph C of this Easement, and the United States Cooperative Agreement with Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative. Grantee will annually monitor compliance with the terms and condition of this Easement and will provide the United States with an annual monitoring report that documents that Grantee and Grantor are in compliance with the Easement and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

SECTION III Reserved Rights and Prohibited Uses

A. Reserved rights. Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein, that do not destroy or impair the Conservation Values, and are not inconsistent with the terms and purposes of this Easement. Without limiting the generality of the foregoing sentence, those uses and practices described in Exhibit B, attached hereto and incorporated by this reference, are expressly permitted.

B. Prohibited uses. Any activity on, or use of, the Protected Property that is inconsistent with the terms and purposes of this Easement is prohibited. Without limiting the generality of the foregoing sentence, the activities and uses described in Exhibit C, attached hereto and incorporated by this reference, are expressly prohibited.

C. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an Agricultural Land Easement Plan, as approved by NRCS, to promote the long-term viability of the land to meet the Easement purposes. The ALE Plan must also be approved by Grantor and Grantee. Grantor agrees the use of the Protected Property will be subject to the ALE Plan.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this Easement. Grantee and Grantor agree to update the ALE

Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with Grantee.

Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify Grantee. NRCS will give Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the Easement, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

SECTION IV Prior Notice by Grantor and Approval of Grantee

Any enterprise, use, or activity proposed to be done or undertaken by Grantor requiring Grantee's approval, consultation, notification, or mutual agreement (including any provision of Exhibit B or Exhibit C expressly requiring the prior approval of Grantee) may be commenced only after satisfaction of the notice and approval conditions of this Section IV.

A. Grantor's written request for approval. Prior to the commencement of any enterprise, use, or activity requiring Grantee's and/or NRCS's approval, Grantor must send Grantee and/or NRCS written notice of the intention to commence or undertake such enterprise, use, or activity. Said notice must inform Grantee and/or NRCS of all aspects of such proposed enterprise, use, or activity, including, but not limited to, the nature, siting, size, capacity, and number of structures, improvements, facilities, or uses, and the dates and duration of the activity or uses, as appropriate. The request must provide Grantee and/or NRCS with an address to which Grantee's and/or NRCS's responses should be sent, and the names and addresses of persons to contact about the request.

B. Grantee's address. Any request for approval of a proposed enterprise, activity, or use shall be either:

- (i) delivered in person with a signed and dated proof of delivery, or
- (ii) by registered or certified mail, return receipt requested, or
- (iii) sent by Federal Express or other reputable carrier or delivery service, provided that the sender obtains a signed proof of delivery.

Grantor's requests for approval shall be delivered to Grantee at 324 Fuller Avenue, Helena, MT 59601, or if sent by United States mail, shall be addressed to Grantee at P.O. Box 355, Helena, MT 59624, or to such other address as Grantor from time to time may be informed of in writing by Grantee.

Notification of the United States and/or NRCS (including the Chief of NRCS) is required when the United States has exercised its enforcement rights under this Easement or where specifically required under the provisions of this Easement. Grantor shall address the United States' notice to the State Office of NRCS at Federal Building, Room 443, 10 E. Babcock St., Bozeman, MT 59715, or to such other address as Grantor from time to time may be informed of in writing by NRCS.

C. Time for Grantee's response. Grantee shall have thirty (30) days from Grantee's receipt of a request for approval, as indicated by the date of delivery receipt, to review the proposed

enterprise, use, or activity and to notify Grantor of any objection thereto. Nevertheless, the thirty (30) day period shall not begin until such time as Grantee has received adequate information from Grantor to evaluate the proposed activity. If Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable and, in any case, not later than twenty (20) days after receiving the request for permission.

Notwithstanding any provision of this Easement that may be construed to the contrary, if Grantor is required to obtain the prior approval of the United States, the time limits for the United States' response, as set forth above in paragraph C, shall not be binding upon the United States.

D. Grantee's response to requests for approval. Only upon Grantee's express written approval may the proposed enterprise, use, or activity be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by Grantee. Grantee's decision to approve or disapprove the activity proposed by Grantor shall be sent by registered or certified mail, return receipt requested, or by other delivery or courier service with proof of delivery, to Grantor at the address provided to Grantee in Grantor's request. A decision by Grantee to disapprove a proposed activity shall be based upon Grantee's reasonable determination that the proposed enterprise, use, or activity is inconsistent with the purposes or terms of this Easement. If, in Grantee's judgment, conformity with the purposes or terms of this Easement is possible, Grantee's response shall inform Grantor of the manner in which the proposed enterprise, use, or activity can be modified to be consistent with this Easement.

E. Grantee's failure to respond. Grantee's failure to respond to any individual request for approval shall not be deemed to be a waiver of any other duty and obligation of Grantor to seek prior approval for other specific activities for which Grantee's approval is necessary. Grantee's failure to respond to any request for approval shall not be deemed to be a waiver of the NRCS's right to enforce the terms of this Easement as set forth herein.

F. Acts beyond Grantor's control. Grantor shall be under no liability or obligation for any failure in the giving of notice with regard to any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property or to any person resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any other cause beyond the control of Grantor similar to those occurrences specified. Grantor shall provide notice to Grantee and NRCS of any emergency actions taken pursuant to this paragraph.

G. Rejection or refusal. Rejection or other refusal to accept notices, or objections, or approvals by any party hereto shall be deemed receipt thereof.

SECTION V

Breach and Restoration

A. Grantee's remedies. If Grantee determines that Grantor, or third parties under Grantor's authority and control or acting with Grantor's knowledge or approval, are in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation. In said notice of violation, Grantee shall demand corrective action by Grantor sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purposes and terms of this Easement, to restore the portion of the Protected Property so injured to the condition that existed prior to the injury. If Grantor:

(i) fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; or

(ii) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within thirty (30) days (or within thirty (30) days of Grantor's receipt of notice from Grantee, fails to agree with Grantee in writing on a date by which efforts to cure such violation will reasonably begin); or

(iii) fails to continue diligently to cure such violation until finally cured,

Grantee may bring an action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by a temporary or permanent injunction, to require the restoration of the Protected Property to the condition that existed prior to any such injury, and to recover any damages to which it may be entitled for violation of the terms of this Easement.

If Grantee, in its sole discretion, determines that a violation is threatened or imminent or that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this paragraph without giving notice of violation required above and without waiting for the period provided for a cure to expire.

Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. If injunctive relief is inadequate to restore the Conservation Values as a result of a violation and to compensate Grantee and the public for the loss and damage to Grantee's rights, Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Value protected by this Easement including, without limitation, damages for the loss of scenic, aesthetic, or natural resource values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. Costs of enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including reasonable costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

C. Grantee's discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Easement in the event of any breach of any provision of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

D. Waiver of certain defenses. Grantor hereby expressly waives any defense of laches, estoppel, or prescription.

E. Acts beyond Grantor's control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control including, without limitation, fire,

flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

F. Enforcement rights of the United States - NRCS. The United States is granted contingent rights of enforcement of this Easement and of the ALE Plan, as set forth in Section II, paragraphs D and E and in Section III, paragraph C.

G. Mediation. If a dispute arises between the parties concerning the consistency of any use or activity with the terms or purposes of this Easement, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request in writing to the other that the matter be mediated. Within fifteen (15) days of the receipt of such a request, the two parties may jointly appoint a single independent third-party mediator to hear the matter. Each party shall pay an equal share of the mediator's fee. In referring any matter arising under this Easement to mediation, Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation and is therefore often preferable to litigation. Nevertheless, mediation pursuant to this Section V, paragraph G, shall be voluntary, and this mediation provision shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies available under this Section V.

SECTION VI

Costs and Taxes

Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including responsibility for the control of noxious weeds in accordance with Montana law. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Protected Property, except any tax or assessment on this Easement. Any lawful tax or assessment on this Easement shall be paid by Grantee. Grantor shall also be responsible for and shall bear all costs associated with ensuring compliance with all federal, state, and local laws, regulations, rules, and ordinances.

SECTION VII

Indemnities

A. Control of risks associated with Protected Property ownership. Grantor and Grantee acknowledge and agree that Grantor retains primary ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Easement. Except as specifically provided in paragraph C of this Section VII, Grantor therefore agrees that general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. For the purposes of this Section VII, the benefits (but not the obligations) of Grantor's and Grantee's agreement to hold harmless and indemnify will extend to their respective directors, members, partners, officers, employees, and agents and their heirs, personal representatives, successors, and assigns.

B. Grantor's obligation to indemnify. Grantor agrees to hold harmless and indemnify Grantee from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, Grantee's reasonable attorneys' fees and costs of defense, arising from or in any way connected with:

(i) 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, except as set forth in paragraph C below;

(ii) the obligations specified in Section VI; and

(iii) the obligations arising from past, present, or future presence of any hazardous substance on the Property, and any obligation associated with the generation, discharge, transport, containment, or cleanup of any such hazardous substance.

C. Grantee's obligation to indemnify. Grantee shall hold harmless and indemnify Grantor from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including reasonable attorneys' fees and costs of defense, arising from or in any way connected with 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 Protected Property, while Grantee is on the Protected Property in the course of carrying out the duties and obligations of Grantee under the terms of this Easement.

SECTION VIII Assignment of Easement

This Easement and its benefits shall be assignable by Grantee subject to the prior written approval of the United States by and through NRCS. Grantee may transfer or assign the benefits of this Easement, provided that any such assignment or transfer must be made to a "qualified organization," within the meaning of Section 170(h)(3) of the Internal Revenue Code, and, a "qualified private organization," within the meaning of Sections 76-6-104(5) and 76-6-204, MCA, and, furthermore, the assignee must be organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4)(A) of said Code. Any such qualified organization must agree in the assignment instrument to enforce in perpetuity the conservation purposes of this Easement. In the event assignment of this Easement becomes necessary, Grantee shall seek an assignee which is mutually acceptable to Grantee and Grantor. Grantee agrees that it will make a reasonable effort in the event of any assignment to suggest an assignee which is a qualified organization other than a governmental unit referred to in Section 170(c)(1) of the Code, which has conservation of open space as a substantial organizational purpose, and Grantee further represents to Grantor that its present intention is to assign its interest in this Easement only in connection with a dissolution of Grantee.

Nothing in this Section VIII shall be deemed to diminish or be inconsistent with the rights of the United States as set forth in Section II, paragraph D and E, and Section V, paragraph F.

Pursuant to Section 70-17-111(2), MCA, Grantor, Grantee, and the United States expressly acknowledge and agree that merger of ownership of this Easement and the fee interests in the Protected Property shall not extinguish or terminate any of the terms, conditions, rights, and restrictions in this Easement.

SECTION IX Documentation

Grantor and Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Protected Property on the date of this Easement are documented in a Resource Documentation Report prepared by Grantee and signed and acknowledged by Grantor establishing the conditions of the Protected Property on the date of this Easement and including

reports, maps, photographs, and other documentation. The parties hereby agree that the information compiled within the Resource Documentation Report accurately represents the condition of the Protected Property as of the date of the grant of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i). The original Resource Documentation Report is, and shall remain, on file with Grantee and in the office of Montana NRCS.

The parties intend that the documentation shall be used by Grantee to monitor Grantor's compliance with the terms and conditions of this Easement, and Grantee may use the Resource Documentation Report in enforcing provisions of this Easement, but Grantee is not limited to the use of the Resource Documentation Report to show a change of conditions. If the Resource Documentation Report contains any summaries of, or representations about the terms or conditions of this Easement, the parties agree and intend that any conflict or inconsistency between the terms and conditions of this Easement and the Resource Documentation Report shall be governed by the express terms and conditions herein and not in the Resource Documentation Report. The Resource Documentation Report is incorporated into this Easement by reference.

SECTION X

Extinguishment: Grantee's Entitlement to Proceeds

A. Extinguishment and condemnation – ALE requirements. This Easement vests a real property interest in Grantee and a right of enforcement in the United States and Grantee. These rights and interests may only be extinguished with the approval of Grantee, and the United States, as specified in this Easement. Due to the federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action Grantor, Grantee, and the United States stipulate that the appraised fair market value of this Easement for bargain-sale acquisition purposes totals one hundred forty thousand dollars (\$140,000.00). The United States contributed sixty-seven thousand eight hundred seventy-five dollars (\$67,875.00), or forty-eight percent (48%) of the acquisition value of the Easement, and Grantee contributed thirty-eight thousand one hundred eighty-eight dollars (\$38,188.00), or twenty-seven percent (27%) of the acquisition value of the Easement (collectively referred to as the "Bargain Purchase Price"). The difference between the appraised fair market value of the Easement for acquisition purposes and the Bargain Purchase Price, thirty-three thousand nine hundred thirty-seven dollars (\$33,937.00) or twenty-five percent (25%) of the value of the Easement, represents the value that Grantor contributed or donated to Grantee toward the acquisition of this Easement. The sum of these contributions as divided by the fair market value of the land unencumbered by this Easement (\$900,000.00) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals fifteen percent (15%) of the appraised fair market value of the Protected Property unencumbered by this Easement at the time of its creation and will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then Grantor must reimburse Grantee and the United States in an amount of proceeds equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement after extinguishment, termination, or condemnation in accordance with this paragraph A and, if a federal income tax deduction is claimed by Grantor, in accordance with paragraph B below. The fair market value of the Protected Property for the purposes of determining the proceeds due to the parties will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned.

Unless otherwise provided in paragraph B, the allocation of the proceeds received after Easement extinguishment, termination, or condemnation between Grantee and the United States will be as follows: (a) to Grantee or its designee, fifty-two percent (52%) of the Proportionate Share, or the proportionate value established by paragraph B below, whichever is greater; and (b) to the United States forty-eight percent (48%) of the Proportionate Share (less the higher amount of proceeds due to Grantee required by the Treasury Regulations in paragraph B, if applicable). Until such time as Grantee and the United States receive the Proportionate Share from Grantor or Grantor's successors or assigns, Grantee and the United States shall have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, as required by paragraph B below, or to the United States, each party agrees to reimburse the other parties up to the amount of the allocation of Proportionate Share to which they are entitled, as set forth in this paragraph A, unless the federal Treasury Regulations require otherwise. Grantee agrees that all such proceeds it receives from termination, extinguishment, or condemnation must be used in a manner which is consistent with the conservation purposes of this Easement. If Grantee receives more than its Proportionate Share as set forth in this paragraph A because of the Treasury Regulation requirements of paragraph B below, Grantee must obtain the United States' written approval of its use of such additional funds to achieve conservation purposes that are consistent with the purposes of this Easement.

B. Extinguishment and condemnation for purposes of a federal income tax deduction. As provided for in Section 1.170A-14(g)(6)(i) of the Treasury Regulations, if a subsequent unexpected change in the conditions surrounding the Protected Property arise in the future which makes impossible or impractical the continued use of the Protected Property for the conservation purposes set forth herein, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. For the purposes of Grantor's claim of a federal income tax deduction under IRC Section 170(h) and associated Treasury Regulations, the fair market value of the Easement at the time of condemnation, termination, or extinguishment shall be determined by multiplying the fair market value of the Protected Property unencumbered by the Easement at the time of termination by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property without deduction for the value of the Easement at the time of the grant. The ratio referred to in the preceding sentence shall be established by a qualified appraisal for federal income, gift and estate tax deduction purposes, pursuant to Treasury Regulation §1.170A-13 and §1.170A-14(h), and the ratio shall remain constant.

Pursuant to Treasury Regulation 1.170A-14(g)(6)(ii), after termination of this Easement, in whole or in part, on a subsequent sale, exchange, or involuntary conversion of the Protected Property, Grantee must be entitled to a portion of the proceeds that is at least equal to the proportionate value of the Easement as established by this paragraph B. All of Grantee's proceeds, as determined above, must be used by Grantee in a manner consistent with the conservation purposes of the original contribution.

SECTION XI

Grantor's Representations and Warranties

A. General warranties and representations. Grantor represents and warrants on behalf of itself and its lessees, employees, and agents, after reasonable investigation and to the best of its knowledge, that as of the date of the conveyance of this Easement:

1. Grantor has clear title to the Protected Property; that Grantor has the right to convey this Easement to Grantee, and that the Protected Property is free and clear of any encumbrances, except those encumbrances that have been expressly approved by Grantee.

2. Any handling, transportation, storage, treatment, or use of any substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Protected Property prior to the date of this Easement has been in compliance with all applicable federal, state, and local laws, regulations, and requirements. No deposit, disposal, or other release of any hazardous substance has occurred on or from the Protected Property, in violation of applicable law.

3. No underground storage tanks are located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with the applicable federal, state, and local laws, regulations, and requirements.

4. Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use.

5. There is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property, other than the ongoing statewide adjudication of water rights in Montana.

6. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failing to comply with any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

B. Grantor's Environmental Warranty. Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws with respect to the Protected Property. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that they have no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

For the purposes of this Easement, the terms "Environmental Law" and "Environmental Laws" mean any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker, and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

For the purposes of this Easement, the term "Hazardous Materials" in addition to any definitions appearing in Section VII above, means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment.

Nothing in this Easement or in the ALE Plan described in Section III, paragraph C, shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over activities on the Protected Property or to become an "owner" or "operator" of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. ("CERCLA"), or the Montana Hazardous Waste Act, Sections 75-10-401, et seq., and 75-10-601 et seq., MCA, and its successor statutes, and similar state and federal statutes.

C. The United States' general disclaimer and general warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any federal, state, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement or violations of any federal, state, or local laws, including all Environmental Laws.

SECTION XII
Miscellaneous Provisions

A. Partial invalidity. 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 not be affected thereby.

B. "Grantor" and "Grantee". The terms "Grantor" and "Grantee," as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and its successors in interest and assigns, and The Montana Land Reliance and its successors and assigns, respectively.

C. Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.

D. Subsequent transfers. Grantor agrees that reference to this Easement and reference to its dates and places of recording in the public records of Chouteau County will be made in any subsequent deed or other legal instrument by which Grantor conveys any interest in the Protected Property, including any leasehold interest. Grantor agrees to incorporate the terms and conditions of this Easement by express recording reference to the Easement in any deed by which Grantor conveys title to the Protected Property.

E. Subordination. No provision of this Easement is to be construed as impairing the ability of Grantor to use the Protected Property as collateral for any loan, provided that any mortgage or lien arising after the date of execution of this Easement shall be subordinate to the terms of this Easement.

F. Notice of suit. Grantor shall immediately provide Grantee with notice, as provided by Section IV, paragraph B, and a copy of any lawsuit or administrative action involving the Protected Property or which threatens the integrity of this Easement, and Grantor agrees not to object to Grantee's or NRCS's intervention in any such lawsuit or action. Such lawsuit or action can include, but is not limited to, quiet title action, partition, condemnation or eminent domain, foreclosure, environmental clean-up or enforcement, or any other lawsuit or action affecting the Protected Property and/or potentially affecting the Conservation Values protected by this Easement.

G. Governing law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Montana and of the United States shall govern resolution of such dispute, without regard to conflict of laws.

H. Amendment. This Easement may be amended only if, in the sole and exclusive judgment of Grantee and the United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations including MCA Section 76-6-101, et seq., and the Code. Any amendment must be consistent with the conservation purposes of this Easement, must not affect its perpetual duration and either must enhance, or must have no effect on, the Conservation Values which are protected by this Easement. Furthermore, any amendment must not result in prohibited inurement or private benefit to Grantor or any other parties. Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recording of the amended Easement in Chouteau County, such amendments must be mutually agreed upon by Grantee, Grantor, and the United States, by and through the Chief of NRCS.

Any purported amendment that is recorded without the prior approval of the United States will be considered null and void.

I. Conservation intent. Any ambiguities in this Easement shall be construed in a manner which best effectuates its Conservation Values and the policy and purposes of MCA Section 76-6-101, et seq. The parties acknowledge that each party and its counsel have reviewed and revised this Easement and that no rule of construction that ambiguities are to be resolved against drafting party shall be employed in the interpretation of this Easement.

J. Entire agreement and merger of previous understanding. This Easement, including all Exhibits attached hereto, constitutes the entire understanding between the parties hereto with respect to Grantor's grant of this Easement on and over the Property described in Exhibit A, and all prior or contemporaneous negotiations, communications, conversations, understanding and agreements had between the parties hereto, oral or written, are merged in this Easement.

K. Disclaimer. Grantee does not warrant, guarantee, or otherwise offer any assurance as to the deductibility, if any, of the contribution of this Easement, or its qualification under any applicable state or federal laws. Grantor has been advised by Grantee to secure qualified independent legal and tax advice, and Grantor has had ample opportunity to do so.

L. Separate counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

TO HAVE AND TO HOLD all and singular the above-described Easement unto Grantee and its successors and assigns, in perpetuity.

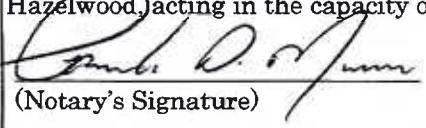

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands.

GRANTOR:

TALL GRASS RANCH, LLC
a limited liability company

By: _____

Robert Hazelwood, Manager

STATE OF <u>MONTANA</u>)	
County of <u>CROFTON</u>)	: ss.
This instrument was signed before me on <u>SEPTEMBER 17, 2019</u> by Robert Hazelwood, acting in the capacity of Manager on behalf of Tall Grass Ranch, LLC.	
 (Notary's Signature)	
Affix seal/stamp as close to signature as possible.	

{signature continue on the following page}

GRANTEE:

THE MONTANA LAND RELIANCE,
a corporation

By:

George S. Olsen

Its:

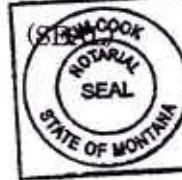
President

STATE OF Montana)

County of Lewis & Clark) ss.

This instrument was signed and acknowledged before me on
August 29, 2019, by George S. Olsen acting in the capacity of
President on behalf of The Montana Land Reliance.

Kim Cook
(Notary's Signature)



KIM COOK
NOTARY PUBLIC for the
State of Montana
Residing at Helena, MT
My Commission Expires
August 21, 2021

Affix seal/stamp as close to signature as possible.

**EXHIBIT A
LEGAL DESCRIPTION**

Township 25 North, Range 10 East, M.P.M., Chouteau County, Montana

Section 21: Gov't Lots 4 and 8; W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 27: SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 28: Gov't Lots 1 and 6; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER WITH a right of ingress and egress to the Protected Property over and across that certain easement described in Warranty Deed, dated July 13, 2013, filed July 15, 2013, as Document No. 467112, records of Chouteau County, Montana.

ALL OF THE FOREGOING DESCRIBED PROTECTED PROPERTY IS CONVEYED SUBJECT TO all third party rights of record in the Protected Property existing at the time of conveyance of this Easement and not subordinated to this Easement.

EXHIBIT B PERMITTED USES AND PRACTICES

The following uses and practices, though not an exhaustive recital of consistent uses and practices, are hereby deemed to be consistent with the purposes of this Easement and are expressly permitted:

1. Agricultural activities and grasslands. The provisions of this Easement will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property (except feedlots which are expressly prohibited), so long as the agricultural operations are consistent with the long-term viability of the Protected Property for agricultural uses, the ALE Plan and ALE purposes, and do not violate federal laws, including federal drug laws. No uses will be allowed that decrease the Easement's protection for the agricultural use and future viability and related conservation values of the Protected Property. Allowed agricultural uses of the Protected Property include:

- (a) the production, processing, and marketing of agricultural products and livestock (except feedlots) conducted as described in the ALE Plan;
- (b) On protected grasslands on the Protected Property, Grantor is allowed to graze, hay, harvest for hay and non-crop seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this Easement. The term "common grazing practices" means those practices customary to Montana related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantor must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified by Grantee or NRCS. As of the date of this Easement, there are no bird populations in significant decline on the Protected Property.

For the purposes of this Easement, the term "grassland" is defined as any contiguous portion of the Protected Property which exceeds twenty percent (20%) of the total acreage described in Exhibit A and (i) that is non-forested, (ii) that is dominated by native grass and forb species, (iii) that contains few or no noxious or invasive species as of the date of this Easement, (iv) that is not irrigated, tilled, seeded, or farmed on a regular basis or long-term cycle, and (v) that is not managed for crop cultivation or as pastureland. As of the date of this Easement, there are no portions of the Protected Property that qualify as protected grasslands. Changes to that determination may be set forth as an update to the ALE Plan and must be approved in writing by Grantor, Grantee, and NRCS.

2. Recreational use. To use the Protected Property for undeveloped non-commercial recreation and undeveloped commercial recreation, including, but not limited to, hunting of game animals and birds, fishing, hiking, wildlife viewing, and quiet enjoyment by Grantor and invitees, provided that all such recreational activities on the Protected Property must remain consistent with protection and preservation of the Conservation Values, including maintaining the Protected Property for agricultural viability. Any agreement between Grantor and outfitters or guides pertaining to the use of the Protected Property for commercial recreation, including hunting and fishing, shall not be considered a prohibited commercial use of the Protected Property pursuant to Exhibit C of this Easement, as long as such agreements are made expressly subject to the terms and conditions of this Easement. The Protected Property may also be used (i) by Grantor and Grantor's

invitees, and (ii) in conjunction with the bed and breakfast business and/or the guest ranching business if developed in accordance with this Exhibit B, paragraphs 12 and 13. All existing and subsequently constructed structures and improvements that are permitted by this Easement in this Exhibit B, paragraph 4, may be used in conjunction with recreational activities permitted under this paragraph 2. Nothing in this Exhibit B, paragraph 2, may be construed to permit construction or development of any permanent recreational facilities in locations outside of the Building Envelopes described in Exhibit B, subparagraph 4d and Exhibit E, attached hereto and incorporated by reference. All uses of the Protected Property pursuant to this paragraph 2 must remain compatible with permitted agricultural operations.

3. Water resources. Subject to the impervious surface limitation referenced in Exhibit C, paragraph 11, Grantor reserves the right to maintain, enhance, and develop water resources on the Protected Property for permitted agricultural uses, fish and wildlife uses, domestic needs, and private recreation, in compliance with the ALE Plan. Permitted uses include, but are not limited to, the following: to locate, construct, repair, and maintain irrigation systems; to develop stock watering facilities; and the right to restore and enhance existing water resources. Further, Grantor retains the right to maintain, to enhance, and to develop new ponds only as necessary to carry out agricultural purposes, provided that Grantor must obtain prior written approval of NRCS pursuant to Section IV. Such pond sites shall be limited in scope and impact to provide maximum protection of the agricultural soils.

In addition, Grantor and Grantee acknowledge that Grantor may, in the future, work with governmental agencies to restore wetlands, stream channels, and riparian habitat on the Protected Property. Subject to the approval of Grantee and NRCS pursuant to Section IV, all such activities, including the use of heavy machinery, temporary diversion of surface waters, impoundment of water, creation of new channels, are permissible provided all necessary permits have been obtained and the surface is promptly restored after construction has ceased, noxious weeds are controlled, and vegetation is reclaimed and self-sustaining. Future wetland and stream enhancement and development are permitted where needed to achieve bona fide stream and wetland habitat restoration and functionality. Any restoration work undertaken must be accomplished with limited impacts to, and full restoration of, the Conservation Values and in compliance with the ALE Plan.

4. Maintenance and structures. Subject to the impervious surface limitation referenced in Exhibit C, paragraph 11, to construct, maintain, repair, remodel, and make limited additions to, and in the event of their removal or destruction, to replace the following structures on the Protected Property:

a. Residential dwelling units. For the purpose of this Easement, the term "residential dwelling unit" means a structure, or a portion thereof, with sleeping accommodations and kitchen facilities that is provided, used, constructed, converted, remodeled, added onto, or replaced for habitation or occupation by one or more people. The definition of residential dwelling units includes, but is not limited to, residences, apartments or suites contained within associated outbuildings and agricultural structures as set forth in subparagraphs 4b and 4c below, guest houses, employee houses, and cabins. No more than two (2) residential dwelling units, including the one (1) existing residential dwelling unit and one (1) additional residential dwelling unit are permitted on the Protected Property. All residential dwelling units must be located within the designated "Residential Building Envelopes" as defined in subparagraph 4d, and must be constructed on permanent foundations. Mobile homes, trailers, or other moveable living units not on permanent foundations and used for human habitation or occupancy are not permitted on the Protected Property. No other permanent habitations, living, or sleeping quarters are permitted.

b. Associated outbuildings allowed within Residential Building Envelopes. Non-residential outbuildings, including, but not limited to garages, workshops, sheds, and recreational structures (hereinafter "associated outbuildings"). All associated outbuildings must be consistent with the ALE Plan and such structures neither individually nor collectively may have an adverse impact on the agricultural use and future viability for agriculture and related Conservation Values of the Protected Property, and must be located within designated Residential Building Envelopes as defined in subparagraph 4c. Grantor retains the right to construct, maintain, and repair two (2) indoor riding arenas on the Protected Property as associated outbuildings provided that they must be located wholly within the Residential Building Envelopes described in subparagraph 4d below and depicted in Exhibit E.

c. Agricultural structures. Non-residential structures and other improvements used for agricultural purposes, including, but not limited to, barns, shelters, sheds, and corrals (hereinafter "agricultural structures") may be constructed within the Residential Building Envelopes defined in subparagraph 4d below without prior approval of Grantee. Agricultural structures that are not constructed or placed on permanent foundations, including, but not limited to, livestock corrals, three-sided livestock/wind/loafing/calving shelters, and hay storage areas may be located anywhere on the Protected Property, but only with prior written approval of Grantee pursuant to Section IV, and further provided that such agricultural structures are consistent with the ALE Plan and neither individually nor collectively have an adverse impact on the agricultural use and future viability for agriculture and related Conservation Values of the Protected Property. For the purposes of this Easement, the term "agricultural structures" does not include indoor riding arenas.

d. Residential Building Envelopes. The one (1) existing residential dwelling unit and all of its associated outbuildings are located within the "Residential Building Envelope #1" which is approximately ten (10) acres and is delineated in Exhibit E. The one (1) additional permitted residential dwelling unit and all its associated outbuildings must be located within Residential Building Envelope #1 or within Residential Building Envelope #2, which consists of approximately two and one-half (2.5) acres, depicted in Exhibit E.

The purposes of the Building Envelopes are to allow Grantor flexibility in use of the residential dwelling units and associated outbuildings and to cluster residential uses and other structures on the Protected Property to protect the Conservation Values. If necessary, wells and drain fields may be located outside of the Building Envelopes.

e. Hunting blinds and shelters. Only with prior written approval of Grantee pursuant to Section IV, Grantor retains the right to place temporary hunting blinds or wind/rain shelters on the Protected Property, outside of the Residential Building Envelopes so long as any such temporary structures are not constructed or placed on permanent foundations and do not have utility services of any sort. Furthermore, Grantee will not approve of such temporary structures under Section IV unless they are consistent with the ALE Plan and neither individually nor collectively have an adverse impact on the agricultural use and future viability for agriculture and related Conservation Values of the Protected Property.

5. Minerals. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph 5.

(a) Oil and gas exploration and extraction. Subsurface oil and gas exploration and extraction on the Protected Property is permitted if approved by Grantee and the Chief of the NRCS in accordance with this paragraph 5, and if such exploration and extraction of oil and gas is:

- (i) not accomplished by any surface mining method;
- (ii) accomplished by a method of extraction that has no more than a limited and localized impact that does not harm the Conservation Values of the Protected Property, including, but not limited to, the Protected Property's use for agriculture;
- (iii) within the impervious surface limits of this Easement;
- (iv) subject to the ALE Plan that includes provisions for oil and gas exploration and extraction.

Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and will incorporate these Easement terms into the terms of such leases and conveyances by reference to this Easement. Grantor agrees that Grantee and the Chief of the NRCS must approve in advance, in writing, any lease or agreement pertaining to use of the surface of the Protected Property for mining, between Grantor and owners or lessees of minerals (including oil and gas), which approval Grantee may withhold in its discretion if it determines that the proposed surface use is not consistent with the Conservation Values of the Protected Property, including but not limited to the Protected Property's use for agriculture, or is not consistent with the terms of this paragraph.

Impervious surfaces as defined in Exhibit C, paragraph 11, of this Easement shall include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses allowed by this paragraph.

(b) *Additional restrictions on mineral exploration, development, and extraction.*

i. Surface mining prohibited. There shall be no extraction or removal of any minerals by any surface mining method, within the meaning of Section 170(h)(5)(B) of the Code and the regulations promulgated thereunder; and there shall be no extraction or removal of any non-mineral substance (including, but not limited to, soil, sand, gravel, rock, and peat) by surface mining methods.

ii. Subsurface mining restrictions. There shall be no exploration for or extraction of oil, gas, or other subsurface minerals by any subsurface mining method if such activity would result in the permanent or irreparable destruction or impairment of any Conservation Value of the Protected Property. In accordance with Treasury Regulation §1.170A-14(g)(4)(i), subsurface mineral exploration or extraction may be permitted, after prior approval of Grantee, only if the mining methods used are not irreparably destructive of the Conservation Values and if impacts are limited, localized, and temporary. In addition to the requirements of Treasury Regulation §1.170A-14(g)(4)(i), subsurface mining methods used must adhere to the following conditions:

(A) Water. No exploration or extraction shall take place within any stream, waterway, or protected wetland, and no mining operation or oil and gas extraction activities may materially degrade the quality of any lake, pond, well, stream, groundwater, or surface water, including, but not limited to, any source of water utilized by Grantor for agricultural or residential purposes. Any waste water resulting from permitted exploration or extraction activities which is of materially poorer quality than existing water supplies must be treated so that its quality is substantially equivalent to existing natural water quality where the waste water is discharged or released into surface waters and when groundwater is reinjected or otherwise disposed of on or under the Protected Property.

(B) Surface disturbance. Any surface disturbance resulting from permitted exploration or extraction activities must be limited, localized, and temporary, and the surface of the land shall be restored upon completion of such activities to a condition similar or equivalent to its state prior to the disturbance by reclaiming land contours, by restoring soils, by replanting native vegetation, and by husbanding replanted native vegetation until the vegetation is mature, established, and self-perpetuating.

(C) Reclamation. All permitted exploration or extraction activities and associated reclamation activities shall be in compliance with other provisions of this paragraph 5, and with applicable state and federal laws. Any surface alteration pursuant to this paragraph 5 must be restored to its original state and approximate contour and revegetated with self-sustaining grasses, forbs, and other plants that are consistent with surrounding areas of the Protected Property.

(D) Roads. Whenever possible, access to exploration or extraction sites shall be by existing roads. Any new road shall be sited and maintained in accordance with this Exhibit B, paragraph 9, so as to minimize adverse impact to the Conservation Values and shall be reclaimed after exploration and extraction activities are concluded.

(E) Structures. The number and kind of structures used in the exploration for or extraction of oil, gas, and other subsurface minerals shall be limited to the minimum necessary to accomplish said exploration or extraction. All such structures shall be removed at the termination of exploration and extraction activities and the site shall be restored pursuant to subparagraph (ii) above.

(F) Notification. Grantor shall advise Grantee in writing at least sixty (60) days prior to engaging in any exploration for or extraction of oil, gas, and other subsurface minerals (or leasing, selling, or otherwise disposing of the rights thereto) whether or not such exploration or extraction (or leasing, selling, or otherwise disposing of the rights thereto) could result in any surface disturbance. For the purpose of this paragraph 5, Grantee's period in which to grant or deny prior approval of any mineral exploration or extraction proposal under Section IV, paragraph C, shall be extended to sixty (60) days.

(G) Surface-use agreements and other agreements. In the case of mineral, oil, gas, or hydrocarbon exploration, extraction, development, production, and removal activities, Grantor hereby grants to Grantee the non-exclusive right to protect Grantee's vested property rights and its obligations under the terms of this Easement to preserve the Conservation Values in perpetuity to negotiate and enter surface-use agreements, right-of-way agreements, leases, and assignments, non-surface occupancy agreements, including agreements for the payment of surface damages, and any other agreements arising from or related to mineral, oil, gas, or hydrocarbon exploration and extraction, development, production, and removal activities.

Grantor and Grantee agree that neither party shall unilaterally enter into oil, gas, or other subsurface mineral exploration and extraction leases, surface-use agreements, or non-surface occupancy agreements with a third party regarding any oil, gas, or mineral development, production, and removal activities.

6. Transfer of land. To grant, sell, exchange, devise, gift, dispose of, or otherwise convey or transfer (collectively "transfer") all or any portion of Grantor's right, title, estate, and interest in the Protected Property, as described in Exhibit A, together in unified title and as one (1) parcel only, subject to the terms, conditions rights, restrictions, and obligations contained in this Easement. The Protected Property consists of two non-contiguous units of land, with one unit located in Sections 21 and 28, and the other unit located in Section 27. Notwithstanding any other provision of this Easement that may be construed to the contrary, Grantor and Grantee expressly agree that both

units of the Protected Property must hereafter be combined for transfer purposes and may not be transferred or held in separate title.

Accordingly, separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, except where state or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property or for other permitted residential dwelling units as set forth in Exhibit C, paragraph 1(a).

Grantor shall furnish Grantee with a copy of any document or conveyance utilized to effect the transfer of the Protected Property within thirty (30) days of the execution of said document or conveyance.

7. Timber removal. Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. At the time of the conveyance of this Easement, the Protected Property does not contain 40 contiguous acres of forestland nor is 20 percent of the Protected Property forestland.

8. Fences. Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. Grantor reserves the right to construct fences impassable to wildlife around building envelopes, haystacks, harvested crops, residential gardens, and kennels or enclosures for domestic animals other than pastured livestock.

9. Roads. Subject to the impervious surface limitation set forth in Exhibit C, paragraph 11, maintenance of existing roads documented in the Resource Documentation Report is allowed, provided that existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. With the prior approval of Grantee, new roads may be constructed if they are: (i) within the impervious surface limits, (ii) necessary to carry out the agricultural operations, (iii) necessary to provide access to permitted Residential Building Envelopes described in Exhibit B, paragraph 4, and Exhibit E; and (v) consistent with the ALE Plan.

Except for new and existing roads described above that are constructed to provide access to Residential Building Envelopes, the granting or modification of right-of-way easements for roads is prohibited when the road will adversely impact the agricultural use and future viability and related Conservation Values of the Protected Property as determined by Grantee in consultation with the Chief of NRCS or his or her authorized designee.

10. Utilities. Grantor retains the right to install utility structures, lines, conduits, cables, wires, or pipelines (hereafter "utilities" and "utility services") upon, over, under, within, or beneath the Protected Property to existing structures and improvements that are expressly permitted on the Protected Property by this Easement. New utility services to serve approved buildings and structures may be installed, maintained, repaired, and replaced provided that they, neither individually nor collectively, have an adverse impact on the agricultural use and future viability and related Conservation Values of the Protected Property. Such utility services may be located outside

of the Building Envelopes with prior written approval of Grantee pursuant to Section IV and provided that the utilities are consistent with the ALE Plan described in Section III, paragraph C.

The granting or modification of right-of-way easements for utilities is prohibited when the utility will adversely impact the protection of the agricultural use and future viability and related Conservation Values of the Protected Property as determined by Grantee in consultation with the Chief of NRCS or his or her authorized designee. If Grantor grants any right-of-way easements for utility services to neighboring properties, such utility services across the Protected Property must be buried.

11. Off-road activities. To drive off-road on the Protected Property for agricultural purposes and necessary related maintenance activities. Subject to Exhibit C, paragraph 12, limited use of vehicles off-road to carry out permitted recreational use is allowed only if such use does not significantly adversely impact the Conservation Values and access cannot be reasonably achieved on existing roads and trails.

12. Bed and breakfast business and/or residence-based businesses. To use the residential dwelling units on the Protected Property for the operation of one (1) bed and breakfast business. Persons living on the Protected Property may also conduct businesses within their residence as long as any such businesses remain small in scale and, other than the bed and breakfast business permitted above, are not sales or service businesses involving regular visits to the Protected Property by the general public or delivery trucks. All uses of the Protected Property pursuant to this paragraph 12 must remain compatible with permitted agricultural and forestry operations. The retail sale of goods produced and manufactured by such businesses may not take place on the Protected Property.

13. Guest ranching operation. To use the Protected Property, or enter into agreements with third parties to enable them to use the Protected Property for one (1) small scale guest ranching operation provided that it remains compatible with agricultural and forestry operations. Any agreement between Grantor and others pertaining to the use of the Protected Property for guest ranching activities must be made expressly subject to the terms and conditions of this Easement. Consistent with this paragraph, Grantor may use all existing or subsequently constructed structures and improvements expressly permitted by this Easement or replacements thereof for guest ranching purposes. Grantor and third parties may not construct any facilities or structures on the Protected Property, except as provided for in this Exhibit B, paragraph 4, specifically to accommodate a guest ranching operation.

14. On-farm energy production. Within the Residential Building Envelopes described in Exhibit B, subparagraph 4d, renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Outside of the Residential Building Envelopes, Grantor retains the right to install and operate small, portable renewable energy production equipment (including, but not limited to, solar/wind generation) for the operation of groundwater wells, stock water tanks, and electrical fencing. Renewable energy sources must be built and maintained within impervious surface limits set forth in Exhibit C, paragraph 11, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of this Easement.

15. Allowed commercial uses. Consistent with the restriction on industrial and commercial uses set forth in Exhibit C, paragraph 3, the following uses shall be considered allowed commercial uses, as long as they are conducted in a manner that does not impair or destroy the Conservation Values.

- (i) the production, processing, and marketing of agricultural products and livestock (except feedlots) if conducted as described in the ALE Plan and in Exhibit B, paragraph 1;
- (ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures, permitted for the purpose of generating energy for the agricultural and residential needs of the Protected Property in accordance with Exhibit B, paragraph 14, the restrictions in Exhibit C, paragraph 11, and Grantee's prior approval under Section IV;
- (iii) temporary or seasonal outdoor activities or events, including recreational activities, that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected, as permitted under Exhibit B, paragraph 2;
- (iv) commercial enterprises related to agriculture, including, but not limited to, agritourism, processing, packaging, and marketing of farm products, farm machinery repair, and small-scale farm stands.

----- END EXHIBIT B -----

EXHIBIT C PROHIBITED USES AND PRACTICES

The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are hereby deemed to be inconsistent with the purposes of this Easement and are expressly prohibited, subject to the qualifications stated below and in Exhibit B:

1. Subdivision. Grantor and Grantee mutually intend that the entire Protected Property described in Exhibit A shall be maintained and granted, sold, exchanged, devised, gifted, transferred, or otherwise conveyed in unified title as one (1) parcel only. As provided in Section II, paragraph A, and Exhibit B, paragraph 6, even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole. Therefore, the following activities are expressly prohibited: The division, subdivision, or de facto subdivision of the Protected Property. Prohibited property divisions under this Easement include, but are not limited to, any subdivision, short subdivision into remainder tracts, platting, testamentary division, partitions in kind among tenants-in-common or joint tenants, judicial partitions in kind, partitions in kind in bankruptcy, allocation of title among partners, shareholders, trustees or trust beneficiaries, or members of any business entity, time-share or interval ownership arrangements, or other process (including tax sales) by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners.

- (a) Special exception for state law and local government ordinances relating to Residences. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, except if state or local regulations explicitly require subdivision to construct permitted residences. Grantor shall provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee prior to such division of the Protected Property, pursuant to the Notice requirements of Section IV. In the event of such technically required subdivision, the subdivided parcels and the balance of the Protected Property may not be held in, or transferred or conveyed in, separate ownership.

Notwithstanding any provision herein that may be construed to the contrary, the Protected Property may be leased for agricultural purposes, provided any such leases are subordinate to the terms and purposes of this Easement.

2. Mineral removal. Exploration for, or the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method, except as provided in Exhibit B, paragraph 5.

3. Commercial facilities. The establishment of any commercial or industrial facilities (other than those necessary in the operation or uses of the Protected Property expressly permitted by this Easement) including, but not limited to, commercial feed lot, any retail sales or service businesses, except as provided in Exhibit B, paragraphs 12, 13, and 15, restaurants, night clubs, campgrounds, trailer parks, motels, hotels, commercial recreation facilities, gas stations, retail outlets, or facilities for the manufacture or distribution of any product (other than products to be grown or produced on the Protected Property in connection with purposes expressly permitted in Exhibit B hereto).

4. Dumping. The accumulation or dumping of trash, refuse, sewage, junk, toxic materials, or other disposal of non-compostable refuse on the Protected Property, except for storage of farm machinery, brush piles, composting sites, biodegradable organic matter, agricultural products, agricultural byproducts, and other materials generally related to agricultural, forestry, and wildlife management as permitted by this Easement.

5. Construction. The construction or placement of any buildings or other structures, except for those specifically permitted in Exhibit B.

6. Campers, trailers, and recreational vehicles. The placing or use of campers, trailers, and recreational vehicles is prohibited, except that Grantor may store personal campers, trailers, and recreational vehicles within the Building Envelopes defined in Exhibit B, paragraph 4; and Grantor and Grantor's guests may park and use campers, trailers, or recreational vehicles on the Protected Property on a temporary basis.

7. Billboards. The construction, maintenance, or erection of any billboards. Roadside signs are permitted only for the purposes of posting the name of the Protected Property, advertising any business permitted on the Protected Property, controlling public access, providing public notification of this Easement, or advertising the Protected Property for sale.

8. Roads. The construction of roads and granting of road rights-of-way except as permitted in Exhibit B, paragraph 9.

9. Utilities. The construction of new utilities and granting of utility line rights-of-way except as permitted in Exhibit B, paragraph 10. Notwithstanding any provision of this Easement that may be construed to the contrary, the granting of utility transmission line and utility transmission corridor right-of-way easements, or the expansion of existing utility transmission lines and utility transmission corridor right-of-way easements is expressly prohibited.

10. Game, fur, or fish farms. The raising or confinement for commercial purposes of (i) "alternative livestock" and "game animals" as defined in MCA Section 87-4-406 or its successor statute, (ii) native or exotic fish, except that "private fish ponds," as defined by MCA Section 87-4-603, or its successor statute, may be maintained for recreational use, (iii) game birds, (iv) furbearers, including mink and fox, or (v) other "wild animals" as defined in MCA Section 87-4-801, or its successor statute, and "non-game wildlife" as defined in MCA Section 87-5-102(6), or its successor statute.

11. Impervious surfaces. Impervious surfaces may not exceed two (2) percent of the total Easement acreage, excluding NRCS-approved conservation practices developed under the ALE Plan described in Section III, paragraph C. "Impervious surfaces" are defined as material that does not allow water to percolate into the soil on the Protected Property, including but is not limited to, buildings with or without flooring, paved areas and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public or other roads owned and controlled by parties with superior rights to the rights conveyed to Grantee by this Easement.

12. Motorized recreation and off-road uses. Motorized recreational use of the Protected Property, except as permitted under Exhibit B, paragraph 11, and provided that all such uses must remain consistent with the protection and preservation of the Conservation Values. Off-road vehicle use for any purposes that results in significant soil erosion, including, but not limited to, moto-cross racing or four-wheeling and off-road racing, is prohibited.

13. Surface alteration. Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction in accordance with an ALE Plan to create ponds for agricultural use, fire protection, or wildlife enhancement including enhancement through wetland restoration, enhancement, or creation and NRCS standards and specifications;
- (ii) erosion and sediment control pursuant to an erosion and sediment control plan approved by Grantee;
- (iii) soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided the required alteration has been approved in writing by Grantee as being consistent with the conservation purposes of this Easement;
- (iv) agricultural activities conducted in accordance with the ALE Plan and Exhibit B, paragraph 1; and
- (v) permitted oil and gas and mineral removal pursuant to Exhibit B, paragraph 5.

----- END EXHIBIT C -----

EXHIBIT D
RESOURCE DOCUMENTATION REPORT &
ACKNOWLEDGMENT OF ITS ACCURACY

In accordance with Treasury Regulation §1.170A-14(g)(5)(i), **TALL GRASS RANCH, LLC**, a Montana limited liability company, of Helena, Montana 59604, Grantor of a Deed of Conservation Easement, and **THE MONTANA LAND RELIANCE**, Grantee of said Conservation Easement, hereby acknowledge, declare, and agree that they have reviewed the information contained in the Resource Documentation Report and that the Resource Documentation Report is an accurate representation of the real property to be protected by this Easement at the time of the transfer.

DATED this 17TH day of SEPTEMBER 2019.

GRANTOR:

TALL GRASS RANCH, LLC
a limited liability company

By: Robert Hazelwood
Robert Hazelwood, Manager

GRANTEE:

THE MONTANA LAND RELIANCE,
a corporation

By: George S. E. President
[Name and title]

EXHIBIT E

