

When recorded return to:



CONSERVATION EASEMENT

for the

County, Oregon

This CONSERVATION EASEMENT ("Easement") is made this ___ day of _____ by _____ and _____ (hereinafter together with their heirs, personal representatives, successors, and assigns collectively referred to in this Easement as "Landowner"), having an address at _____ to , an Oregon nonprofit public benefit corporation (hereinafter together with its successors and assigns collectively referred to in this Easement as the "Land Trust"), having an office address at , and a mailing address of . Landowner and Land Trust are referred to herein as the "Parties."

This Easement will ensure that the Easement Property, as defined below, remains in a relatively natural and open space state in perpetuity, by precluding development inconsistent with natural and open space protection. This Easement will also protect agricultural uses consistent with its natural and open space protection.

The Effective Date of this Easement shall be the date on which it is recorded in the official records of County, Oregon (the "Effective Date").

RECITALS

- A. THE EASEMENT PROPERTY Landowner is the owner in fee simple of ___ acres of real property, situated on the , approximately of the city of in County, Oregon. The property is comprised of County tax lots _____ of map _____, respectively. The property is legally described in Exhibit A and depicted in Exhibit B, which exhibits are attached hereto and incorporated by reference herein ("Easement Property"). Access to the Easement Property is legally described in Exhibit A-2. The Easement Property includes Landowner's interest in or to an approximate ___-acre portion of that certain Certificate of Water Right, dated _____, recorded in the State Record of Water Right Certificates at _____ ("Water Rights").

The Easement Property is divided into the following designated land use areas under this Conservation Easement as shown on Exhibit B and legally described in Exhibit B-1, attached hereto and incorporated herein by this reference: Zone A, an agricultural area of approximately ___ acres which includes an Existing Building Envelope of ___ acres described in Exhibit B-2, a Future Building Envelope of _____ acres described in Exhibit

B-3 and a Solar Array of _____ acres described in Exhibit B-4, as well as ___ acres of access roads described in Exhibit B-5; and Zone B, a bunchgrass prairie of ___ acres, consisting of the remainder of the Easement Property. The Easement Property also includes a Trail Area of ___ acres contained within Zone B that is shown on Exhibit B and described in Exhibit B-6. This Easement treats the Easement Property as two “zones” for management purposes, as well as for convenience and clarity; the Easement Property, however, shall remain a unified, undivided parcel.

- B. CONSERVATION VALUES The Easement Property, in its current state, is a relatively undeveloped area that possesses significant natural resources (plant and wildlife habitat), important open space (including farmland and scenic) and public recreation and education values of great importance to the Landowner, to the Land Trust, to the people of ██████████ County, to the citizens of the State of Oregon and to the nation. The Easement Property serves as a “relatively natural habitat of fish, wildlife or plants or similar ecosystem,” as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, and as open space pursuant to a clearly delineated federal, state, or local governmental conservation policy and yielding a significant public benefit, as those phrases are used in Section 170(h)(4)(A)(iii) of the Internal Revenue Code, and preserves land areas for outdoor recreation by, or education of, the general public, as those phrases are used in Section 170(h)(4)(A)(i) of the Internal Revenue Code; and has natural, scenic and open space values as those terms are used in Oregon Revised Statute (ORS) 271.715 (collectively, “Conservation Values”). Oregon Revised Statute 271.715-271.795 permits the creation of conservation easements for the purposes of retaining or protecting natural, scenic or open space values, and protecting natural resources.

The Easement Property would be desirable for development because of its outstanding views, recreational opportunities, and proximity to ██████████, Oregon. The absence of this Easement would place the Easement Property at risk of being developed in a manner that would impair, degrade or destroy its Conservation Values.

Specific Conservation Values of the Easement Property include:

1. Protection of open space pursuant to policies of ██████████ County including ██████████ County’s Comprehensive Land Use Plan’s Goal 3, Agricultural Lands, which states that “the preservation of productive agricultural lands is one of the most important planning goals of ██████████ County;” Goal 5, Open Spaces, Scenic and Historic Areas, and Natural Resources, “to conserve open space and protect natural and scenic resources;” and Goal 5, Open Spaces, Scenic and Historic Areas, and Natural Resources, which specifically mentions ██████████ “be preserved as scientific natural areas, significant to the County, State and nation.”
2. Protection of valuable ecological systems, plant communities, and wildlife habitats, including native grasslands pursuant with Oregon Department of Fish and Wildlife’s Oregon Conservation Strategy, which states that “native grasslands are one of the most imperiled habitats in the western United States

and are disappearing rapidly around the globe...The greatest loss of grasslands has been in valley bottoms and foothills where they have been impacted by conversion to agriculture, development, and invasive plant species.”

3. Protection of critical mule deer winter range, pursuant with Oregon Department of Fish and Wildlife’s Mule Deer Initiative, which states that “changes in mule deer habitats...particularly in winter ranges, have likely reduced the ability of mule deer to survive unfavorable weather conditions” and “[i]ncreasing levels of development and disturbance due to increases in human population have contributed to habitat fragmentation and decreased habitat effectiveness for mule deer.”
4. Protection of natural resources: the Easement Property is within Conservation Opportunity Area [REDACTED]: [REDACTED] pursuant to Oregon Department of Fish and Wildlife’s Oregon Conservation Strategy, including but not limited to state-listed sensitive species Common Nighthawk, Grasshopper Sparrow, Ferruginous Hawk, Oregon Vesper Sparrow, Streaked Horned Lark, Western Bluebird, and Western Meadowlark; and federally-listed threatened and state-listed endangered species Spalding’s catchfly.
5. Protection of open space pursuant to policies of the State of Oregon, Oregon Revised Statutes’ Agricultural Land Use Policy, ORS 215.243, which states that “[o]pen land used for agricultural use is an efficient means of conserving natural resources that constitute an important physical, social, aesthetic and economic asset to all of the people of this state, whether living in rural, urban or metropolitan areas of the state” and “[t]he preservation of a maximum amount of the limited supply of agricultural land is necessary to the conservation of the state’s economic resources and the preservation of such land in large blocks is necessary in maintaining the agricultural economy of the state and for the assurance of adequate, healthful and nutritious food for the people of this state and nation.”
6. Protection of recreation resources pursuant to policies of the State of Oregon, Oregon Revised Statutes’ Policy of State Toward Outdoor Recreation Resources, ORS 390.010, which states that “[it] is in the public interest to increase outdoor recreation opportunities commensurate with the growth in need through necessary and appropriate actions, including, but not limited to, the following: (a) Protection of existing and needed open spaces for appreciation, use and enjoyment of Oregon’s scenic landscape.”

The specific Conservation Values of the Easement Property are further documented in a baseline documentation report, dated [REDACTED] (“Baseline Documentation Report”). This Baseline Documentation Report is on file at the Land Trust’s offices and is incorporated into this Easement by this reference. The Baseline Documentation Report, which has been reviewed and accepted by Landowner and Land Trust, and acknowledged in the signed statement attached to and incorporated herein as Exhibit D (Acknowledgment

of Baseline Documentation) to this Easement, consists of reports, surveys, maps, photographs and other documentation that provide, collectively, an accurate representation of the Easement Property as of the Effective Date of this Easement. Landowner and Land Trust intend the Baseline Documentation Report to serve as an objective information baseline for monitoring compliance.

C. INTENTIONS

1. Landowner intends that the Conservation Values of the Easement Property be preserved and maintained by permitting only those uses on the Easement Property that are consistent with the Conservation Values of the Easement Property and do not materially impair such Conservation Values.
2. Landowner further intends, as owner of the Easement Property, to grant to Land Trust the right to preserve and protect the Conservation Values of the Easement Property in perpetuity.
3. Land Trust commits, by accepting this Easement, to preserve and protect in perpetuity the Conservation Values of the Easement Property for the benefit of this generation and the generations to come.
4. Landowner agrees to manage the Easement Property in a manner consistent with the Purposes of this Easement, as defined below, and shall not assist, encourage or give permission to any third party to violate the terms, conditions and restrictions of this Easement in any way.

D. EXISTING USES & IMPROVEMENTS As of the Effective Date of this Easement, the Easement Property contains various fences and gates, one existing single-family residence with detached garage, a solar array, and a small shed. These improvements are generally depicted in Exhibit C. A more detailed documentation of the existing uses, improvements and conditions of the Easement Property is contained in the Baseline Documentation Report.

E. QUALIFIED ORGANIZATION [REDACTED] is a nonprofit, tax-exempt, public benefit Oregon corporation qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"). The Land Trust is an Oregon land conservancy qualified to hold this Easement under ORS 271.715(3)(c). The Land Trust was created to protect and conserve natural areas and working lands for agricultural, scientific, educational, charitable and aesthetic uses. The Land Trust's purposes include retaining the natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, and preserving the historical, architectural, archeological or cultural aspects of real property. The Land Trust is accredited as of the Effective Date of this Easement by the Land Trust Accreditation Commission, in recognition that the Land

Trust currently meets national quality standards for protecting important natural places and working lands forever.

- F. PURCHASE AGREEMENT This Easement is executed in furtherance of that certain Agreement for Conveyance of Conservation Easement Deed between Landowner and Land Trust dated [REDACTED] (“Purchase Agreement”) and amended on [REDACTED] (“Addendum to Purchase Agreement”). Landowner believes that the Purchase Price for the Easement, as set forth in the Purchase Agreement and Addendum to Purchase Agreement, is below the fair market value of the Easement as of the Effective Date of the Easement. Landowner intends that the difference between the Purchase Price for the Easement and its fair market value shall be a charitable contribution to the Land Trust. To the extent that the Purchase Price for the Easement is below the fair market value, the Parties agree that it does not reflect the Parties’ knowledge of defects in the Easement or the Easement Property, for example, environmental conditions requiring remediation, nor does it reflect any other consideration or benefit flowing from the Land Trust or any other charitable, governmental, or quasi-governmental organization to Landowner.

CONSERVATION EASEMENT

In consideration of the facts recited above, which are incorporated herein by this reference, and of the mutual covenants, terms, conditions and restrictions herein contained, as well as other good and monetary consideration, and pursuant to the laws of the State of Oregon and in particular ORS 271.715-271.795, the Landowner, as grantor, hereby grants and conveys to the Land Trust and its successors and assigns, as grantee, by completed grant and partial gift a perpetual conservation easement over the Easement Property consisting of the following terms and conditions:

- 1 PURPOSES It is the purpose of this Easement to maintain scenic open space uses consistent with the protection of the natural resources of the Easement Property; protect and maintain the agricultural use and future viability of Zone A, referred to in Recitals A above; retain Zone B, referred to in Recitals A above, forever in a relatively natural state, with the goal of maintaining natural, healthy and ecologically sustainable characteristics of bunchgrass prairie habitats and ensure those habitats will be maintained for native plant and wildlife species dependent on the Easement Property for their existence.

Landowner and the Land Trust intend that this Easement will prevent any use of the Easement Property that will significantly impair or interfere with the Conservation Values of the Easement Property, confining activities on the Easement Property to activities that are consistent with the purposes of this Easement as described in this paragraph (“Purposes”). Landowner and the Land Trust recognize that changes in economic conditions, in technologies, in accepted land management practices, and in the situation of Landowner may result in an evolution of land uses and practices related to the Easement Property provided that such uses and practices are and remain consistent with the Purposes of this Easement.

- 2 AGRICULTURAL LAND EASEMENT PLAN Agricultural production and related uses of the Easement Property are subject to an Agricultural Land Easement (ALE) Plan to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be

approved by the Natural Resources Conservation Service (NRCS), the Landowner and the Land Trust. Landowner agrees the use of the property will be subject to the ALE Plan on the Easement Property.

The ALE Plan must be approved in writing by the Landowner and the Land Trust, must be in place either as of the Effective Date of this Easement or before agricultural activities occur on the Easement Property. The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the Purposes of this Easement. The Land Trust and Landowner agree to update the ALE Plan in the event the uses of the Easement Property change. A copy of the current ALE Plan is kept on file with the Land Trust.

3 **RESTRICTIONS & PROHIBITED USES** Any activity on or use of the Easement Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the activities and uses set forth below are expressly prohibited on the Easement Property as inconsistent with the Purposes of this Easement, except as provided in this Section 3 or otherwise permitted in Section 4 below:

3.1 Subdivision The Easement Property may not be divided, partitioned or subdivided, and may not be conveyed except as a single property in its current configuration. Therefore, the following activities are expressly prohibited: any legal or “de facto” division or subdivision of the Easement Property by any process by which the Easement Property is divided into lots or in which legal or equitable title to different portions of the Easement Property are held by different owners. This prohibition shall not be interpreted to prevent Landowner from leasing the Easement Property provided any such leases are subordinated to the terms and Purposes of this Easement.

3.2 Structures No construction or placement of structures shall be allowed in any portion of the Easement Property except as permitted within and restricted to Existing and Future Building Envelopes depicted in Exhibit B and as permitted by Paragraph 4.1.1, 4.1.2, 4.1.3, and 4.7 below. Without limiting the generality of the foregoing, there shall be no construction of or placing of any building, house, manufactured or mobile home, garage, tennis or recreational court, swimming pool or other structure for residential development in any portion of the Easement; nor shall there be construction of paved runways, billboards or other advertising display for the purpose of advertising activities or products except in connection with the sale or lease of the Easement Property or any other temporary or permanent structure or facility on the Easement Property.

3.3 Density and Development Rights The use, exercise or transfer of development rights is prohibited, except as permitted by paragraph 4.1.2 below. For purposes of this provision, neither the Easement Property nor any portion of it shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. In addition, no development rights that have been encumbered or extinguished by this

Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

- 3.4 Impervious Surfaces Impervious surfaces, defined to include permitted residential buildings, other buildings (with and without flooring), and paved areas on the Easement Property (but not including public or county roads or other roads paved by easement holders who have rights that may be superior to the rights conveyed to the Land Trust by this Easement) shall not exceed █% of the total Easement acreage. Thus, if the total area of the Easement Property is █ acres, as currently estimated, the total combined area of any and all impervious surfaces may not exceed █ acres.
- 3.5 Roads There shall be no construction of new roads or other rights-of-way on the Easement Property except as permitted in Paragraphs 4.1.2, 4.4 and 4.6 below.
- 3.6 Vehicles Vehicle use in Zone B is restricted to management, maintenance, and livestock roundup, as well as restoration in accordance with the ALE Plan, in a manner which avoids permanent tracks, ruts, or trails or results in significant soil erosion as to minimize any adverse impact on the Conservation Values.
- 3.7 Industrial and Commercial Activities There shall be no industrial activity undertaken on the Easement Property. In addition, and except as permitted in Paragraph 4.2.1, 4.2.2, and 4.2.3, the establishment or operation of any commercial uses or activities on the Easement Property is prohibited, including but not limited to guest ranching, outfitting, any small business, restaurant, night club, campground, trailer park, motel, hotel, commercial swimming pool, gas station, retail outlet, or facility for the manufacture or distribution of any product.
- 3.8 Mining There shall be no mining, drilling, or exploring for minerals, natural gas or oil on the Easement Property. Removal of rock or gravel is prohibited, except limited gravel extraction activities for materials used for agricultural operations on the Easement Property in Zone A, as permitted in Paragraph 4.3 below, and for permitted restoration activities as well as on-site trail construction or maintenance activities in the Trail Area in Zone B shown in Exhibit B and described in Exhibit B-6 and as permitted by Paragraph 4.5 below.
- 3.9 Water Rights In furtherance of the purposes of this Easement, Landowner shall assure the maintenance of the Water Rights, including the following:
- 3.9.1 Landowner shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Easement Property, except for in-stream conservation uses with prior written approval from the Land Trust.
- 3.9.2 Landowner may not change the point of diversion, change the purpose of use, place of use on the Easement Property, or otherwise significantly change any Water Rights without receiving prior written approval from the Land Trust.

3.9.3 Landowner shall take affirmative actions to avoid abandonment, relinquishment, loss or forfeiture, of the Water Rights, including, but not limited to, exercising the Water Rights by putting them to beneficial use in accordance with Oregon statutes.

3.10 Dumping With the exception of two combine harvesters with cultural and historical significance located in Zone A, and whose locations on the Easement Property are depicted in Exhibit C and documented in the Baseline Documentation Report, there shall be no dumping or disposal of vehicles, trash, garbage, junk, hazardous or toxic substances, agricultural chemicals or other unsightly or offensive material on the Easement Property. This prohibition shall not be interpreted to prevent composting of nonhazardous wastes generated by permitted agricultural or residential operations on the Easement Property or storage within Zone A of fuel, lubricants, pesticides and similar chemicals used for permitted agricultural, industrial or residential purposes on the Easement Property.

3.11 Alteration of Land The topography of the land shall not be altered through the excavation or placing of soil, dredging spoils, or other material on the Easement Property, except as incidental to permitted agricultural uses and activities within Zone A and for permitted restoration activities in Zone B as described in Paragraph 4.3 below and the ALE Plan, as well as on-site trail construction or maintenance activities in the Trail Area shown in Exhibit B and described in Exhibit B-6.

3.12 Trees or Other Vegetation There shall be no removal, destruction, cutting, trimming, tilling or mowing of any trees or other vegetation in Zone B of the Easement Property, except as permitted for restoration activities and incidental to ranching activities as described Paragraph 4.8 below and the ALE Plan.

4 LANDOWNER'S RESERVED AND PERMITTED USES AND ACTIVITIES
Landowner reserves for itself, its heirs, successors and assigns, all rights accruing from ownership of the Easement Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Easement Property that is consistent with the Purposes of the Easement and that is not otherwise prohibited by this Easement. In carrying out activities on the Easement Property, Landowner shall be responsible for compliance with all applicable state and federal laws and regulations, including laws and regulations pertaining to listed or otherwise protected plant or animal species. Landowner hereby agrees to notify the Land Trust in writing before exercising any use or activity not expressly prohibited above or expressly permitted below that may have an adverse impact on the Conservation Values associated with the Easement Property.

Without limiting the generality of the foregoing, the following uses and practices are hereby deemed to be consistent with the terms and Purposes of this Easement and are expressly permitted in the manner provided below:

Within Zone A: The following activities and uses are expressly permitted within Zone A in the manner provided for below.

4.1 Structures Landowner reserves the right to build structures in the following use areas and under the following conditions:

4.1.1 To maintain, repair, expand, reconstruct, relocate, remove, demolish or replace the single-family residence and appurtenant structures within the Existing Building Envelope located in Zone A, depicted in Exhibit B and described in Exhibit B-2.

4.1.2 To construct, maintain, repair, expand, reconstruct, relocate, remove, demolish or replace one (1) additional single-family residence, and any accessory or appurtenant structures, including barns and agricultural structures, landscaping, gardens, greenhouses, fences, utilities (including water and septic), renewable energy systems, and other structures reasonably accessory or appurtenant to the additional single-family residence within the Future Building Envelope, depicted in Exhibit B and described in Exhibit B-3, and in a manner consistent with the impervious surface limitations of Section 3.4 above. Landowner may also improve access driveway to the Future Building Envelope, within the strip of land depicted in Exhibit B and described in Exhibit B-5, in a manner consistent with the impervious surface limitations of Section 3.4 above. Landowner shall provide the Land Trust written notice prior to submitting any application or pre-application for construction of any structures within the Existing and Future Building Envelopes. The purpose of this notice requirement is for the Land Trust to ensure that such structures are not located outside of the Future Building Envelope.

4.1.3 Agricultural structures, and utilities to serve said structures, which neither individually nor collectively have an adverse impact on the agricultural uses and Conservation Values of the Easement Property may be built anywhere within Zone A, within impervious surface limits as defined in Paragraph 3.4 and with prior written approval of the Land Trust, provided that such utilities or agricultural structures are consistent with the ALE Plan.

4.2 Residential and Commercial Use Landowner may undertake the following residential and commercial uses:

4.2.1 Single-family residential and permitted commercial uses within the defined Existing and Future Building Envelopes, including uses related to home-based manufacturing and agriculture, including ranching.

4.2.2 Temporary or seasonal outdoor events in Zone A which do not impede or harm the agricultural use, future viability of agricultural use, and Conservation Values of the Easement Property.

4.2.3 Renewable energy production in Existing and Future Building Envelopes located in Zone A and to serve approved agricultural structures as defined in Paragraph 4.1.3, to generate energy for the agricultural and residential needs of the Easement Property, as well as energy production and the sale of excess energy production within the Solar Array depicted in Exhibit B and described in Exhibit B-4.

4.3 Agricultural Use Landowner may use Zone A of the Easement Property for farming, ranching and other plant agricultural and livestock production activities, including planting, raising and harvesting agricultural crops and producing, raising and managing livestock, provided that such activities are carried out in compliance with federal, state and local regulations and protect the Conservation Values of the Easement Property. For purposes of this Easement, “plant agriculture” is defined as the production of plant products for domestic or commercial purposes, including floriculture, horticulture, and orchardry, but shall not be deemed to include industrial processing and packaging, feedlot activities, poultry processing plants, equestrian facilities, and sod farming. Agricultural activities shall be done in accordance to the ALE Plan and consistent with the provisions of this Easement, and agricultural leases, if any, are expressly subordinated to the provisions of this Easement.

4.4 Roads and Utilities Landowner may construct new roads and maintain existing roads as documented in the Baseline Documentation report within Zone A of the Easement Property. However, any road construction, maintenance or underground utility location must be approved in advance by the Land Trust; within impervious surface limits indicated in Paragraph 3.4 above; necessary to carry out the agricultural operations or other allowed uses on the Easement Property; and, sized and maintained so as to minimize adverse impact on the Conservation Values.

Within Zone B: The following activities and uses are expressly permitted within Zone B in the manner provided for below.

4.5 Trails Landowner may convey trail easements in the Trail Area as shown in Exhibit B and as documented in the Baseline Documentation Report, provided that any trails will not adversely and materially impact the Conservation Values of the Easement Property. Trails may be maintained, repaired, reconstructed, and replaced within the Trail Area by the Landowner, the Land Trust or a volunteer or contracted third party as agreed upon in writing by the Land Trust and Landowner. Until a Trail Easement is granted in writing by Landowner with respect to existing trails in the Trail Area, the general public’s right to access the Trail Area is only by permissive use, which can be revoked by the Landowner at any time. Landowner may install signs allowed in Paragraph 4.9 below to provide notice of this permissive use and other warning signs about the risks of trail use.

- 4.6 Roads In Zone B of the Easement Property the landowner may maintain an existing road as of the Effective Date of this Easement and as documented in the Baseline Documentation Report to access cattle and pastures.
- 4.7 Structures Landowner may construct wildlife exclosures and other restoration structures for restoration purposes.

The following activities and uses are expressly permitted throughout the Easement Property in the manner provided for below.

- 4.8 Ranching Activities Landowner may graze livestock on the Easement Property, provided that such activities are carried out in compliance with federal, state, and local regulations and that the reasonable grazing capacity of the Easement Property shall not be exceeded, and provided that at all times Landowner shall utilize good grazing and range management practices that prevent range deterioration and overgrazing and which protect the Conservation Values of the Easement Property. Ranching activities shall be done in accordance to the ALE Plan and consistent with the provisions of this Easement.
- 4.9 Habitat Management, Restoration and Enhancement Landowner may undertake habitat management, restoration and enhancement activities on both the land and water resources of the Easement Property in accordance with the ALE Plan and to further the Purposes of this Easement.
- 4.10 Signs Landowner may post “No Hunting,” “No Trespassing” or similar property use or directional signs on the Easement Property.
- 4.11 Fences Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Easement Property or to mark boundaries of the Easement Property.
- 4.12 Hunting and Trapping Landowner may permit hunting and trapping on the Easement Property, provided that such activities are conducted in accordance with all federal, state and local laws and in a manner and intensity that does not adversely and materially impact the Conservation Values of the Easement Property.
- 4.13 Weed Control Landowner may control noxious and invasive weeds by integrated control measures which include: manual, mechanical, chemical and/or biological techniques. The control and management of weeds shall follow then current federal, state and county recommendations and guidelines. Use of pesticides or fertilizers are limited to only those amounts and to only that frequency of application necessary and recommended by the manufacturer and within federal, state and county guidelines.
- 4.14 Emergencies Landowner may undertake other activities necessary to protect public health or safety or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity. Any such activity shall minimize impact to the Conservation Values of the Property. Landowner shall

notify the Land Trust as soon as practical after undertaking emergency activities that include uses or activities on the Easement Property that are otherwise restricted under this Easement.

5 **LAND TRUST'S RIGHTS & REMEDIES** In order to accomplish the Purposes of this Easement, the Land Trust shall have the following rights and remedies:

- 5.1 Identification and Protection The Land Trust shall have the right to identify, and to preserve and protect in perpetuity, and to enhance by mutual agreement, the Conservation Values, subject to Landowner's reserved rights as herein provided and further subject to all third party rights in the Easement Property existing as of the Effective Date of this Easement and not subordinated to this Easement.
- 5.2 Remedies The Land Trust shall have the right to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Easement Property to its condition prior to any violation of this Easement that gave rise to the Land Trust's enforcement action. The Land Trust, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act.

Nothing herein shall be construed to entitle the Land Trust to institute any enforcement proceeding against Landowner for any changes to the Easement Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, climate change, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that Landowner shall notify the Land Trust of any occurrence which would adversely affect or interfere with the Purposes of the Easement, whether caused by the acts or omissions of Landowner or third parties.

The Land Trust shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Easement Property, and Landowner waives any bond requirement otherwise applicable to any petition for such relief. The Land Trust's rights to injunctive relief apply equally in the event of actual or threatened violations of the terms of this Easement, and Landowner agrees that the Land Trust shall be entitled to such injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the Land Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies.

The Land Trust shall have the right to report to regulatory authorities any environmental conditions, or any potential or actual violations of environmental laws, with respect to the Easement Property.

Landowner acknowledges that Landowner has carefully reviewed this Easement and

has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Landowner hereby waives any claim or defense it may have against the Land Trust or its successors in interest under or pertaining to this Easement based upon abandonment or prescription relating to the Easement Property or this Easement. Except for the foregoing, Landowner specifically retains any and all rights it has under the law as owner of the Easement Property, including, without limitation, the right to bring claims against the Land Trust for any breach by the Land Trust of the terms of this Easement.

All reasonable costs incurred by the Land Trust in enforcing the terms of this Easement against Landowner, including, without limitation, costs and expenses of suit and reasonable staff, consultant and attorneys' fees, and any costs of restoration necessitated by Landowner's violation of the terms of this Easement shall be borne by Landowner; provided, however, that if Landowner ultimately prevails in a judicial enforcement action brought by the Land Trust, the Land Trust shall bear Landowner's costs and expenses of suit, including, without limitation, Landowner's reasonable attorneys' fees.

In addition, if injunctive relief is inadequate to restore the Conservation Values as a result of Landowner's violation of the terms of this Easement and to compensate the Land Trust and the public for the loss and damage to the Land Trust's rights, the Land Trust 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 Landowner's liability therefore, the Land Trust, in its sole discretion, shall apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

The Land Trust's remedies described in this Section 5.2 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.3 Right of Entry The Land Trust, including staff members and Land Trust-supervised volunteers, researchers, and contractors shall have the right to enter the Easement Property, in a reasonable manner and at reasonable times, but always upon prior notice to Landowner, except as specified in 5.4, for the purposes of:

- a. Inspecting the Easement Property at least once a year to determine if Landowner is complying with the provisions of this Easement;
- b. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;
- c. Making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Easement Property by Landowner;
- d. Posting regulatory signs on selected portions of the Easement Property for purposes of promoting the provisions of this Easement;

e. Monitoring, restoration and management activities as described below.

- 5.4 Emergency Enforcement If the Land Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, the Land Trust may enter the Easement Property for the purpose of enforcing the provisions of this Easement and otherwise to pursue its rights and remedies under this Section 4 without prior notice to Landowner.
- 5.5 Limitation of Land Trust Rights Nothing contained herein shall give rise to, in the absence of a judicial decree, any right or ability of the Land Trust to become the operator of the Easement Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of Landowner or becoming involved in management decisions of Landowner regarding the generation, handling or disposal of hazardous substances.
- 5.6 Monitoring and Management The Land Trust shall have the right, but not the obligation, to monitor the condition of rare plant and animal populations, plant communities and natural habitats on the Easement Property, and upon mutually agreeable terms recorded in writing between the Landowner and the Land Trust to manage and restore such populations or habitats to ensure their continued presence and viability on the Easement Property. The Land Trust shall also have the right, but not the obligation, to monitor the condition of invasive, non-native plant populations on the Easement Property, and to control or eradicate them from the Easement Property. Any management and restoration activities shall be in accordance with the Land Trust's management and restoration practices and may include, but shall not be limited to, planting or otherwise introducing species, cutting, mowing, fencing, trapping, prescribed burning, pulling and chemical treatment.
- 5.7 Transfer of Easement The Land Trust shall have the right to assign, convey or transfer the Land Trust's interest in the Easement Property in accordance with section 6.4 below.
- 5.8 Discretionary Consent The Land Trust's consent for activities or uses that are conditional or not expressly reserved by Landowner may be granted by the Land Trust, in its sole discretion, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring the Land Trust's consent under section 3 or 4, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Land Trust to judge the consistency of the proposed activity with the Purposes of this Easement. Any decisions shall be consistent with the Land Trust's then current Conservation Easement Amendment Policy. The Land Trust may give its permission only if it determines, in its sole discretion, that such uses or activities (a) do not violate the Purposes of this Easement; (b) either enhance or do not impair any Conservation Values of the Easement

Property; (c) do not result in private inurement or impermissible private benefit; and (d) cannot be used to terminate or extinguish the Easement.

6 GENERAL PROVISIONS

6.1 Perpetual Burden This Easement, and the covenants, terms, conditions and restrictions contained herein, shall run with and burden the Easement Property in perpetuity and shall bind, and inure to the benefit of, the Parties to this Easement and their respective personal representatives, heirs, successors and assigns.

6.2 No Water Rights Conveyed This Easement does not transfer any water or water rights to the Land Trust.

6.3 Public Access Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Easement Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

6.4 Assignment This Easement is in gross and may be assigned or transferred by the Land Trust. The Land Trust agrees that, if it transfers or assigns its interest in this Easement:

a. The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder. Such other entity, with purposes similar to Land Trust's, must constitute a "qualified organization" within the meaning of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable); and

b. The transferee or assignee will be required to carry out in perpetuity the Purposes that this Easement was originally intended to advance.

The Land Trust also agrees that, if at any time it becomes impossible for the Land Trust to ensure compliance with the covenants contained herein and the Land Trust has not named a successor organization, or the Land Trust shall cease to exist, then the Land Trust's rights and duties under this Easement shall vest in such organization as a court having jurisdiction shall direct, pursuant to the applicable Oregon law and the Internal Revenue Code and with due regard to the Purposes of this Easement.

6.5 Subsequent Transfers by Landowner Unless this Easement is extinguished, as set forth below, Landowner agrees that the terms, conditions, restrictions and Purposes of this Easement will either be referenced or inserted by Landowner in any subsequent deed or other legal instrument by which Landowner divests himself of any interest in all or part of the Easement Property. The Landowner agrees to notify the Land Trust,

its successors and assigns, of any such conveyance in writing by certified mail within fifteen (15) days after closing. The failure of Landowner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

- 6.6 Amendment This Easement may be amended by the execution and delivery of an amended easement deed, but only with the written consent of both Landowner and the Land Trust. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Landowner and the Land Trust are free to jointly amend this Easement; except that: (a) no amendment shall be allowed that shall affect the qualification of this Easement or the status of the Land Trust under any applicable laws, including Section 170(h) of the Internal Revenue Code; (b) any such amendment shall be consistent with the Purposes of this Easement; (c) any such amendment may not diminish the effectiveness of this Easement in carrying out the Purposes of the Easement in any way and that only those amendments that strengthen the effectiveness of the Easement in carrying out the Purposes of the Easement may be permitted; and (d) any such amendment may not affect the perpetual duration of the Easement or result in the release of any portion of the Property from permanent protection under the Easement. In addition, any amendment shall be consistent with the Land Trust's then current Conservation Easement Amendment Policy. To be effective, the approved amendment must be recorded in the official records of [REDACTED], Oregon, and any other jurisdiction in which such recording is required.
- 6.7 Extinguishment Landowner agrees that this grant of a perpetual Easement gives rise to a property right, immediately vested in the Land Trust, with a fair market value that is at least equal to the proportionate value that the Easement, at the time of this conveyance, bears to the value of the Easement Property as a whole at that time (minus any increase in value attributable to improvements on the Easement Property unless required under Treasury Regulation Section 1.170A-14(g)(6)(ii)).

If a subsequent unexpected change in the conditions of or surrounding the Easement Property makes impossible or impracticable the continued use of the Easement Property for the Purposes described herein, and if the restrictions of this Easement are extinguished, in whole or in part, by judicial proceedings (including, but not limited to, eminent domain proceedings) in a court of competent jurisdiction (which is the only manner in which extinguishment of this Easement may occur), then upon the sale, exchange or involuntary conversion of the Easement Property, the Land Trust shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement described above. The Land Trust will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the Purposes of this Easement.

If ever all or part of the Easement Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Landowner and the Land Trust shall join in appropriate actions at the time

of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Landowner and the Land Trust in this action shall be paid out of the recovered proceeds and the proceeds remaining after the payment of such expenses shall be allocated in accordance with the above paragraph.

6.8 Title Warranty Landowner hereby warrants and represents that Landowner is seized of the Easement Property in fee simple, including without limitation all minerals and mineral rights and has good right to grant and convey this Easement, that the Easement Property is free and clear of any and all encumbrances not subordinated to this Easement at the time of the grant, and that the Land Trust and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

6.9 Hazardous Waste Landowner represents and warrants that no hazardous substance or toxic waste exists, or has been generated, treated, stored, used, disposed of, or deposited in or on the Easement Property except in compliance with applicable environmental laws, and that there are not now any underground storage tanks located on the Easement Property. Landowner covenants that Landowner will comply with all applicable environmental laws in using the Easement Property and that Landowner will keep the Easement Property free of any material environmental defect, including without limitation contamination from any hazardous substance or toxic waste.

Landowner, its successors and assigns shall indemnify, defend and hold the Land Trust harmless from any liability related to Landowner's representations, warranties and covenants in this paragraph or related to the use, deposit or release of any hazardous substance or toxic waste on the Easement Property prior to or after the date of recordation of this Easement.

6.10 Real Estate Taxes Landowner agrees to pay any and all real property taxes and assessments levied by competent authority on the Easement Property and that the Land Trust shall have no duty or responsibility to manage or maintain the Easement Property. Landowner agrees that if any real property taxes or assessments are levied against the Land Trust as a result of this Easement for which exemption cannot be obtained, Landowner agrees to donate a sum of money to the Land Trust equal to the amount of said taxes and the Land Trust shall pay the taxes.

6.11 Costs & Liabilities Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Property, as well as maintenance of adequate comprehensive general liability insurance coverage for the entire Easement Property. Landowner shall keep the Land Trust's interest in the Easement Property free of any liens arising from any work performed for, materials furnished to or obligations incurred by Landowner.

6.12 Notices Any notices required by this Easement shall be (a) in writing, and (b) either delivered in person with a signed and dated proof of delivery, or sent by registered or

certified mail (postage prepaid and with return receipt requested), or sent by Federal Express or other reputable courier or delivery service (provided that the sender obtains a signed proof of delivery) or sent by electronic transmission (provided that the sender obtains a receipt providing proof of delivery), to the following address or such other address as either party from time to time shall designate by written notice to the other party:

To Landowner:

To the Land Trust:

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

- 6.13 Notice of Suit Landowner shall promptly provide the Land Trust with notice of any lawsuit or administrative action involving the Easement Property or which threatens the Land Trust's rights in this Easement. Notice shall be sent to the Land Trust's address, as provided before above, and shall include a copy of any lawsuit or administrative action filed. Landowner agrees not to object to the Land Trust'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 cleanup or enforcement, or any other lawsuit or action affecting the Easement Property and/or potentially affecting the Conservation Values protected by this Easement.
- 6.14 Severability 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 the 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.
- 6.15 Controlling Law The interpretation and performance of this Easement is governed by the laws of the State of Oregon.
- 6.16 Liberal Construction Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the Purposes of this Easement and the policy and purpose of Ore. Rev. Stat. §§ 271.715 to 271.795. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Parties acknowledge that each party and its counsel has reviewed and revised this Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Easement.

If a conflict arises between protection of one or more of the identified Conservation Values that may have an actual impact, or may have a potential impact, on one or more of the other identified Conservation Values, the Land Trust intends to enforce

this Easement, in its sole discretion, by giving the greatest level of protection to the Conservation Values in the hierarchy of Conservation Values as listed in Section B of the Recitals. The Land Trust reserves the right to review this hierarchy of Conservation Values from time to time, however, as the public benefits that are provided by this Easement may change over time, and the Land Trust also reserves the right to revise this hierarchy, in its discretion and after consultation with Landowner, by filing a Notice in the public records in official records of ██████ County, Oregon. The hierarchy set forth in this Section 6.17 is intended to apply only to resolve actual or potential conflicts between protected Conservation Values, and therefore, this Section 6.17 may not be interpreted or construed by Landowner, the Land Trust, or any other party to justify a disregard of, or to discount, Landowner's and the Land Trust's obligations hereunder to protect and preserve all Conservation Values if such actual or potential conflict between protected Conservation Values does not exist.

6.17 Entire Agreement This instrument, including the attachments and exhibits which are all incorporated herein by this reference, sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

6.18 Subordination At the time of conveyance of this Easement, the Easement Property is subject to that certain unrecorded Solar Energy Lease Agreement dated ██████ ("Solar Lease") by and between ██████ and ██████. The beneficiary of the Solar Lease has agreed by separate instrument, which will be recorded contemporaneously with this Easement, to subordinate its lease in the Easement Property to this Easement to the extent necessary to permit Land Trust to enforce in perpetuity the Purpose of this Easement and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the beneficiary under the Solar Lease.

At the time of conveyance of this Easement, the Easement Property is subject to an Oregon Trust Deed, Security Agreement and Assignment of Rents and Leases and a UCC 1-A Financing Statement in favor of ██████ ("Lienholder"). Said Oregon Trust Deed, Security Agreement and Assignment of Rents and Leases and UCC 1-A Financing Statement were recorded on ██████ in the records of ██████ County, Oregon under Recording Nos. ██████ and ██████ respectively (the "Liens"). In accordance with Treasury Regulation Section 1.170A-14(g)(2), the Lienholder has agreed by separate subordination agreements, which will be recorded contemporaneously with this Easement, that, in the event of foreclosure of the Lien, under judicial or non-judicial proceedings, or in the event of other sale, transfer, exchange, or conveyance of title to the Easement Property, the Easement Property shall be foreclosed, sold, transferred, exchanged, or otherwise conveyed subject to the Land Trust's rights to enforce the conservation purposes of this Easement in perpetuity and subject to the Land Trust's rights to proceeds in the event of termination or extinguishment of this Easement, in whole or in part, in accordance

with Treasury Regulation Section 1.170A-14(g)(6)(ii). All provisions contained in this Section 6.18 shall insure to the benefit of and be binding upon the successors and assigns of the parties thereto.

No provision of this Easement is to be construed as impairing the ability of Landowner to use the Easement Property as collateral for any loan, provided that any mortgage, deed of trust or other lien arising after the Effective Date of this Easement shall be subordinate to the Purposes and other terms of this Easement, and said security interest in the Easement Property may not be foreclosed so as to create a division or subdivision of the Easement Property or extinguish or otherwise affect Land Trust's rights under this Easement.

- 6.19 Termination of Rights & Obligations A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Property, except that liability for acts or omissions prior to transfer shall survive transfer.
- 6.20 Recording The Land Trust shall record this instrument in the official records of ██████████ County, Oregon and may re-record it as required to preserve its rights under this Easement.
- 6.21 Counterparts The Parties may execute this instrument in two or more counterparts, each of which shall be deemed an original. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 6.22 Joint & Several Obligations All obligations of Landowner under this Easement are joint and several.
- 6.23 Exhibits & Recitals All recitals are incorporated herein by this reference and shall constitute an integral part of this Easement. All exhibits attached to this Easement are hereby incorporated into the Easement as fully as if set forth in their entirety herein.
- 6.24 Captions The captions in this Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation of the Easement.
- 6.25 Independent Counsel Landowner herein acknowledges they are relying on Landowner's own legal, financial and tax advisors and that the Land Trust, its officers, agents and employees, is not providing legal, financial or tax advice to Landowner.
- 6.26 Authority The individuals signing below, if signing on behalf of an entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

6.27 Agricultural Conservation Easement Program This Conservation Easement is acquired with funds provided, in part, under the Natural Resources Conservation Service Agricultural Conservation Easement Program (ACEP). The Exhibit E is attached hereto and incorporated herein by reference and will run with the land in perpetuity. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in Exhibit A-1 is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in Exhibit E, appended to and made a part of this easement deed.

TO HAVE AND TO HOLD unto [REDACTED] and its successors and assigns forever.

{Signature Pages to Follow}

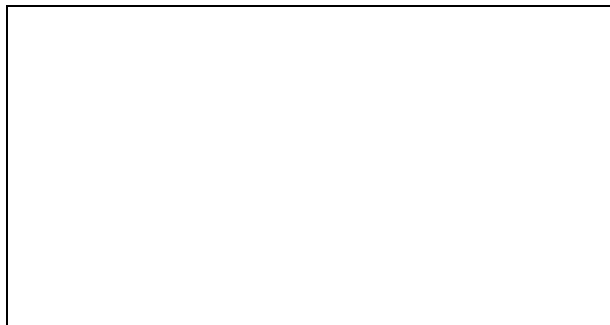
IN WITNESS WHEREOF, [REDACTED] as grantor, has executed this Conservation Easement this ____ day of _____, [REDACTED].

LANDOWNER:

STATE OF OREGON	}	ss.
COUNTY OF [REDACTED]		

On this day personally appeared before me, _____, known to me to be the individual who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such individual for the uses and purposes therein mentioned, and on oath stated he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, [REDACTED].



 Printed Name:

 NOTARY PUBLIC in and for the State of Oregon, residing
 at _____.
 My Commission Expires

ACCEPTANCE

IN WITNESS WHEREOF, the [REDACTED], as grantee, has hereby duly accepted the foregoing Conservation Easement this ____ day of _____, [REDACTED] on behalf of itself and its successors and assigns.

LAND TRUST: [REDACTED]

Signed: _____

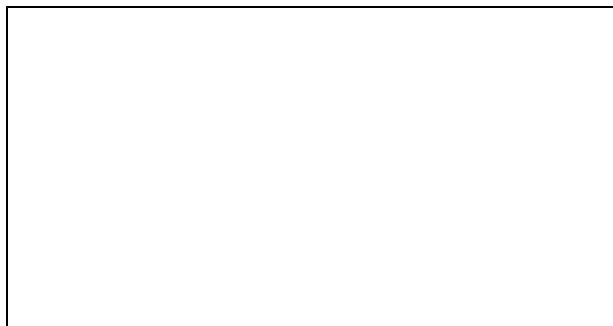
Name:

Title: [REDACTED]

STATE OF OREGON [REDACTED]	}	ss.
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On this day personally appeared before me, _____, known to me to be [REDACTED] of the [REDACTED], the Oregon nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument on behalf of such corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this this ____ day of _____, [REDACTED].



Printed Name:

NOTARY PUBLIC in and for the State of Oregon, residing at _____.
My Commission Expires _____

EXHIBITS

Exhibit A Legal Description of the Easement Property

 Exhibit A-1 Legal Description of the Easement Property

 Exhibit A-2 Route Ingress and Egress

Exhibit B Map of Survey with Management Zones, Building Envelopes, Solar Array and
 Access Roads

 Exhibit B-1 Legal Descriptions of Zones A and B

 Exhibit B-2 Legal Description of Existing Building Envelope

 Exhibit B-3 Legal Description of Future Building Envelope

 Exhibit B-4 Legal Description of Solar Array

 Exhibit B-5 Legal Description of Access Roads to Future Building Envelope and Solar
 Array

 Exhibit B-6 Legal Description of Trail Area

Exhibit C Map of Improvements

Exhibit D Acknowledgment of Baseline Documentation Report

Exhibit E Minimum Deed Terms For The Protection Of Agricultural Use