After recording this Easement, please return to:

Conservation Easement for the near Oregon

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this day of , 2020, by and between , Oregon, ("Grantor", which word where the context requires includes Grantor's executors, administrators, legal representatives, devisees, heirs, successors, and assigns), in favor of the , an IRC §501(c)(3) Oregon corporation qualified to do business in Oregon, which is a land conservancy qualified to receive this easement under ORS 271.715-271.795 or IRS Code §170(h), of in ("Grantee").

Background and Parties' Intentions:

1. Grantor is the sole owner in fee simple of certain real property comprising, in total, approximately acres, located in the community of , in , County, Oregon. Acres of the total acreage will be encumbered by this conservation easement. These acres shall be hereinafter be referred to the "Property"). This property contains significant and important habitat for wildlife and native plant species. The entire ownership is described in Exhibit "A" and the Property being encumbered by this conservation easement is shown in Exhibit "B" attached hereto, and incorporated herein by reference.

2. Purpose & Landowner Intent. It is the purpose of this Conservation Easement and the unequivocal desire of the Grantors to ensure that the Property described will be retained, maintained and managed forever to sustain its productive agricultural values and to protect its natural and scenic qualities, and wildlife habitat as documented in the Baseline Documentation Report on file with the Grantee, and to prevent any use of the Property that will significantly impact the identified and documented conservation values of the Property.

3. The Property possesses certain agricultural, natural, scenic, open space, wildlife habitat, and water quality protection values associated with the watershed and more specifically with of great importance to Grantees, the people of , and surrounding towns, , County, the State of Oregon, and the United States of America; specifically:

   A. The Property includes scenic and agriculturally productive land adjacent to
   B. The Property has been designated a "Century Farm" by the Oregon Department of Agriculture and so contains the agricultural and cultural resource values associated with that designation;
   C. The Property is directly adjacent to property owned and managed by the Army Corps of Engineers primarily for habitat and water quality protection;
   D. The Property contains healthy mixed Douglas fir forest, which provides refuge for native species of flora and fauna;
   E. The Property is within the Pacific Flyway, one of several major flyways in North America for migrating waterfowl and contains habitat values for wintering and breeding birds;
F. The Property contains grazing habitat for a local herd of elk;
G. The Property contains native seasonal wetlands, which provide habitat for waterfowl and other species, protect the water quality of [redacted] and help mitigate flooding for surrounding lands;
H. The specific conservation values of the Property are further documented in an inventory of relevant features of the Property on file at the offices of the Grantee and incorporated by this reference (“Baseline Documentation Report”), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this easement;
I. Grantor intends that the conservation values of the Property listed above be preserved and maintained by land use practices that abide with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards and applicable laws and that do not significantly impact those values;
J. Grantor intends that agricultural activity on the Property will be managed using Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards. These standards will help address conflicts between agricultural uses of the Property and other Conservation Values identified herein;
K. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity;
L. Grantee intends, by accepting this grant, to preserve and protect in perpetuity the conservation values of the Property, stated herein, for the benefit of this generation and generations to come.
M. Grantor acknowledges that a North American Wetlands Conservation Act (NAWCA) Grant (Grant) awarded to the [redacted] is to be used in [redacted] contributed funding for transaction costs associated with the conservation easement hereby being placed on this property. The objectives of the grant are to increase the area of waterfowl and wetland-dependent migratory bird habitat, and maintaining habitat linkages. As a recipient of Grant funds, the [redacted] confirms its obligations to manage the interest in real property (conservation easement) pursuant to the Grant Agreement [redacted] Conservation Initiative [redacted], kept on file with the [redacted] the original project proposal, and the purpose of the Grant. This obligation applies to the entire [redacted] conservation easement area.
N. Both parties acknowledge ongoing federal management of the adjacent [redacted] and recognize that decisions made by outside parties may have unforeseeable and potentially adverse effects on the Property and its conservation values. Effects resulting from management of [redacted] by the federal government or other management agencies are not the responsibility of either the Grantor or the Grantee. In the event of potential future impacts resulting from changes in how [redacted] is managed, the Property would retain conservation values in spite of these potential impacts.

4. Definition of “Significant Impacts”: For purposes of this conservation easement and the perpetual easement monitoring obligations being assumed by the Grantee, “significant impacts” to conservation values are understood by both parties to be defined as those impacts which cause lasting harm or degradation to any of the Property’s recognized conservation values and which require corrective action on the part of the Grantor. Grantee reserves the right to determine what constitutes a "significant impact" and what corrective action is required on the part of the Grantor, subject to the remedies described below.
Legislative Intentions

1. Regarding farm land protection and preservation, the State of Oregon Legislative Assembly has declared, “Open 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” (ORS 215.243 (1)) and “The 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” (ORS 215.243 (2)).

2. The [redacted] provides critical native habitat for at least seven species listed by the Oregon Department of Fish and Wildlife as Sensitive Species. Examples of such species include, but are not limited to: Pacific Lamprey, western brook lamprey, western pond turtles, cutthroat trout, northern red-legged frogs, western bluebirds, bald eagles, western meadowlarks, acorn woodpeckers, and olive-sided flycatchers; the Property may contain habitat for western pond turtles, cutthroat trout, northern red-legged frogs, western bluebirds, bald eagles, western meadowlarks, acorn woodpeckers, and olive-sided flycatchers.

3. The State of Oregon Legislative Assembly has declared, “It is the policy of the State of Oregon to 1) Promote the protection, conservation and best use of wetland resources, their functions and values through the integration and close coordination of statewide planning goals, local comprehensive plans and state and federal regulatory programs.” (ORS 196.672);

4. As stated in ORS 196.668, the Oregon Legislative Assembly finds that:
   (1) Wetlands provide a natural means of flood and storm damage protection through the absorption and storage of water during high runoff periods, thereby reducing flood crests and preventing loss of life and property;
   (2) Wetlands provide essential breeding, spawning, rearing, feeding, nesting and wintering habitats for a major portion of this state’s fish and wildlife;
   (3) Wetlands provide essential habitat for waterfowl using the Pacific Flyway and for the rearing of salmon and other anadromous and resident fish;
   (4) Wetlands act as accumulation areas for sediments which retain nutrients and other pollutants that may prevent entry of the pollutants into other waterways;
   (5) Wetlands provide a valuable public service of maintaining clean water by retaining nutrients, metals and toxic materials from the water to protect water quality;
   (6) Wetlands provide significant opportunities for environmental and ecological research, public recreation and education and provide scenic diversity and aesthetic value as open space and areas of visual enjoyment;
   (7) Much of this state’s original wetlands have been diked, drained, filled, dredged, ditched or otherwise altered;
   (8) There is continuing development pressure on wetlands in Oregon;
   (9) There are often conflicts between wetland protection and other resource values and uses;
   (10) Uncoordinated regulation of wetlands by local, state and federal agencies can cause confusion, frustration and unreasonable delay and uncertainty for the general public; and
   (11) Wetland management is a matter of this state’s concern since benefits and impacts related to wetland resources can be international, national, regional and statewide in scope. [1989 c.837 §2];

5. The Property possesses high-value vegetative, hydrologic, aquatic, and geomorphic characteristics (collectively “wetlands”) as defined in ORS 196.800(16), deemed beneficial to natural filtration, purification of waters and wildlife quality.

6. It is the adopted policy of the State of Oregon to protect high-value wetlands as evidenced by the intent of ORS 193.605, which is in part, to:
   (1) Promote, in concert with other federal and state programs as well as interested parties, the maintenance and conservation of wetlands.

[Redacted] Conservation Easement.
7. The State of Oregon Legislative Assembly has declared “that it is in the best interest of the State to maintain, preserve, conserve and rehabilitate riparian lands to assure the protection of the soil, water, fish and wildlife resources of the state for the economic and social well-being of the state and its citizens. The Legislative Assembly declares that riparian habitat maintained in a healthy condition is a legitimate land use that contributes to erosion control, improved water quality and prolonged stream flow.” (ORS 308A.353);

8. It is the adopted policy of the State of Oregon to encourage the protection and management of these conservation qualities through voluntary partnerships, as evidenced by ORS 541.353, which states in part:

   (1) The Legislative Assembly finds that:
   (a) The long-term protection of the water resources of this state, including sustainable watershed functions, is an essential component of Oregon’s environmental and economic stability and growth;
   (b) Each watershed in Oregon is unique, requiring different management techniques and programs;
   (c) Management techniques and programs for the protection and enhancement of watersheds can be most effective and efficient when voluntarily initiated at the local level;
   (d) Cooperative partnerships between affected private individuals, interested citizens, tribes and representatives of local, state and federal agencies may improve opportunities to achieve the protection, enhancement and restoration of the state’s watersheds; and
   (e) The establishment of such cooperative partnerships should be encouraged by local individuals, local organizations and representatives of state agencies.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Oregon, in particular ORS 271.715 to 271.795, and the IRS Code §170(h), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth in the deed (“Easement”).

1. **Rights of Grantee.** To accomplish the purpose of the Easement the following rights are conveyed to the Grantee by this Easement:

   a. To identify additional Conservation Values on the Property;
   b. To preserve and protect the Conservation Values of the Property as described below;
   c. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 6 herein; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and;
   d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 5 herein.

2. **Consistent and Inconsistent Uses.** Under the terms of this Easement, the Property is described as consisting of three zones: Zone A (Farmstead Zone), Zone B (Agricultural Zone), and Zone C (Forest Zone) mapped in Exhibit B. Each zone has Consistent Uses of the Property and Inconsistent Uses of the Property associated with it, and those uses are listed below first as such uses apply to the entirety of the Property, then by zone. Consistent uses of the Property are those which are deemed unlikely to significantly impact the conservation values of the Property (or portion thereof, by Zone) and are therefore permitted.
Inconsistent uses of the Property are those which are deemed likely to have significant impact on the conservation values of the Property (or portion thereof, by Zone) as defined in Paragraph 4, above.

Additional consistent uses may be approved in writing by the Grantee. Grantor agrees not to engage in or permit on the Property any of the Inconsistent Uses of the Property, unless specifically allowed for in this conservation easement.

A. All Zones
   1. Consistent Uses within all Zones. The following uses and practices by the Grantor, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement across the Property, regardless of zone designation. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the Trust; procedures for prior approval are provided below in Paragraph 3. The remainder of these consistent uses shall not be precluded, prevented, or limited by the Easement.

   a. The continued operation of a productive, commercial agriculture operation on the Property;
   b. Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards will guide decision-making related to agricultural land use and will seek to balance farm activities with the protection of the other aforementioned conservation values present on the Property, per the Grantors’ intent. Property management will be adaptable over time, based upon the imperative to protect the Property’s conservation values, the desires and needs of the Grantor and Grantee, and technical input from local SWCD staff.
   c. The use of existing trails and roads (identified in the Baseline Documentation Report kept on file with Grantee) for horseback riding, all-terrain vehicles, and general non-motorized use, as long as such use does not cause significant impact to the conservation values of the Property, as defined in Paragraph 4, above.
   d. Off-driveway or off-trail operation of machinery or vehicles considered essential for the enhancement or protection of the Easement’s purpose, terms and conditions, or in direct relation to agricultural activity and the limited amount of tree harvest and ongoing forest management permitted in this easement.
   e. Maintenance and improvement of existing trails, roads, and stream and wetland crossings as may be necessary to carry out the permitted uses as provided herein. Methods may include brush clearing and targeted herbicide use that does not cause significant impact to the conservation values of the Property, as defined in Paragraph 4, above.
   f. Introduction of biological weed and pest control agents in compliance with applicable laws and product labels as may be necessary to carry out agricultural and ecological restoration and enhancement activities.
   g. Construction of utility systems for the uses permitted in this Easement.
   h. Maintenance, repair, and reconstruction of existing agricultural and residential water facilities and the development of new water resources and facilities, for agricultural and residential uses provided for herein; provided that any maintenance, repair, reconstruction, construction or development activities do not cause significant impact to the conservation values of the Property, as defined in Paragraph 4, above.
   i. Notwithstanding the aforementioned, construction of ponds requires prior written approval from the Trust.
j. The cutting of trees for non-commercial personal consumption including firewood (not to exceed three cords per year) native ecological enhancement (including but not limited to exotic species removal), and for the protection of livelihood and property, and for safety. Such activity must not cause significant impact to the conservation values of the Property, as defined in Paragraph 4, above.

k. With prior approval from the Grantee, tree cutting is permitted for controlling forest disease, for forest health and enhancement/restoration as outlined in Paragraph j., above, and for controlling encroachment of timber into pasture and grassland areas. Grantor must submit a written Timber Harvest Plan for review by the Grantee. The Timber Harvest Plan shall include timber inventory data, purpose of the harvest, anticipated future stand condition, selection criteria for tree removal, provisions for the protection of streamside zones and wildlife habitat, harvest and skidding methods, slash disposal techniques, reforestation plans, and other relevant information necessary to an evaluation of the proposed harvest. Tree cutting and timber harvest should emphasize treatments that maintain or restore a natural ecological condition.

l. Where appropriate and feasible, the use of prescribed burning to restore native ecological conditions to the Property, as is consistent with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards.

m. General enjoyment of the Property that does not significantly impact its conservation values.

2. Inconsistent Uses within all Zones. The following uses and practices shall be prohibited in all Zones, except as specifically provided for with the consistent uses and inconsistent uses description for each zone included hereafter.

a. The partition, division, subdivision, de facto subdivision, or reconfiguration through property line adjustment of the Property. The sale, exchange, devise or gift ("Transfer") of the Property or any portion thereof for boundary adjustment, agricultural, or timber management purposes shall not be allowed. The Property may not be conveyed except as a single property in its current configuration.

b. Placement or construction of any additional residential structures on the Property, except for replacement of existing structures as permitted in Zone A, Consistent Use (A).

c. Commercial timber harvest. Cutting of trees is only permitted per the provisions set forth in 2.A.1.j and k.

d. Removal of surface sand and gravel. Under no circumstances is any commercial use of sand or gravel located on the Property permitted by this Easement, nor may any sand or gravel be mined for any purpose, either commercial or non-commercial.

e. Filling, excavating, dredging, mining, drilling, and the exploration for or extraction of subsurface minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property. Exceptions related to excavation and filling will be made with approval from the Grantee related specifically to wetland enhancement activities.

f. Establishment of new roads or vehicle trails without prior written consent from the Grantee.

g. Storage, dumping or other disposal of toxic and/or hazardous materials, except that petroleum products such as oil, gas, and other chemicals typically necessary for the operation and maintenance of farm equipment, for use exclusively by the Grantors may be stored in accordance with applicable state and federal regulations for permitted uses set forth herein. Notwithstanding anything in this Easement to the contrary, this prohibition does not make the Trust an owner of the Property, nor does it permit the Trust to control any use of the
Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Trust may bring an action to protect the conservation values of the Property, as described in this Easement.

h. Dumping or other disposal of garbage, tires, inoperable machinery, or other refuse.

i. Establishment or maintenance of any commercial or industrial activity, including but not limited to game farms, motels or hotels, trailer or recreational vehicle parks. Prohibited commercial uses shall not include commercial agricultural activity or home offices. In order to preserve the potential for further reduction of estate taxes in accordance with Subsection 2031(e) of the IRS Code only de minimus commercial recreational use shall be allowed.

j. Intentional introduction of non-native animal species that are not part of the agricultural activities on the property. The full range of livestock that could potentially be raised on the Property is not included in this prohibition.

k. Establishment or maintenance of a confined animal feeding operation (CAFO). For purposes of this Easement, "CAFO" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained solely for purposes of feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area for feeding and nothing in this section shall prevent Grantor from leasing pasture for the grazing of livestock owned by others. Grazing practices and standards will comply with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards and will be amended as deemed necessary by mutual agreement of both parties.

l. Construction or placement of any temporary living quarters, utility towers, or other structures, except that vehicular campers owned by Grantor or guests may be parked on the Property as appropriate to accommodate normal visitation. Under a County-approved hardship claim and with prior approval from the Grantee, one temporary mobile home may be placed within Zone A.

m. Construction of show or riding arenas of any size in excess of 3,000 square feet.

n. Placement of any signs or billboards other than as allowed for herein. Permitted signage includes signs recognizing the Property’s status as a Century Farm, signs stating the conditions of access to the Property, signs advertising farm products for sale, property identification signs, boundary markers, directional signs, signs posting the Property against trespass, political signs, memorial plaques, and temporary signs indicating that the Property is for sale.

o. Any change in the topography of the Property through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted hereunder, in support of agricultural activities, or for wetland enhancement activities. Such permitted changes in topography require prior approval from the Grantee.

p. Altering existing watercourses for any purpose, except with written consent of Grantee.

q. Rip-rapping and any other manipulation, diversion, filling or other alteration of natural water courses, wetlands, shorelines, or other bodies of water; any activity which may destabilize the banks of any course or body of water; and any uses or activities which would pollute, degrade, or drain the Property’s surface or sub-surface waters. Modification of waterways as part or in support of wetland and riparian enhancement require prior Grantee approval.

r. Commercial hunting activities. This provision is not intended to prohibit the Grantors and their invited guests or future resident-owner sand their invited guests from engaging in occasional recreational hunting.
s. Any use of the Property that is inconsistent with the purposes of this Easement.

B. Zone A (Farmstead Zone)
   The dominant use within Zone A is residential, which includes dedication of space for vehicle parking, landscaping and gardening, and activities which support the farm operation (Zone B).

1. Consistent Uses within Zone A:
   a. Use, maintenance, and repair, of all existing and permitted buildings and structures, and in the event of their destruction, the right to reconstruct them on the same site. Grantee shall be notified promptly of any plans to rebuild the existing houses and shall have an opportunity to review plans at least 30 days prior to commencement of construction activities.
   b. Construction of reasonably sized new non-residential agricultural buildings and structures, such as calving sheds, hay sheds, and corrals, which are necessary for the operation of the Property as a working farm.
   c. Raising and harvesting of hay and other crops, including plowing, planting of native and non-native plant species, irrigating and harvesting, on those areas that have been previously cultivated as depicted in the Baseline Documentation Report and as shown as Zone B in Exhibit “A”. Establishment and maintenance of a garden for personal use shall also be allowed.
   d. Grazing of livestock in a manner that sustains pasture condition, minimizes soil compaction and erosion, and does not significantly affect the Property’s natural resource conservation values, consistent with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards.
   e. Hazing of wildlife as necessary to protect crops, consistent with all applicable state and federal laws.
   f. Maintenance, repair, and reconstruction of existing fencing and construction of new fences.
   g. Introduction of biological weed and pest control agents in compliance with applicable law as may be necessary to carry out agricultural and livestock activities.
   h. The washing, spraying or cleaning of vehicle parts or machinery, which has the potential to carry oils or other toxic residues to the soils or waters of the Property. These activities are explicitly restricted to Zone A to localize their deleterious effects away from agricultural and forest zones (Zones B and C).
   i. The maintenance of vehicles, including changing of oils, repair and rebuilding of machinery and tools. This activity is explicitly restricted to Zone A to localize the deleterious effects of these activities away from agricultural and forest zones.
   j. The use of poison, traps, or other such devices to protect crops and livestock.

2. Inconsistent Uses within Zone A:
   a. See “Inconsistent uses within all zones”. There are no inconsistent uses which are specific to Zone A.

C. Zone B (Agricultural Zone)
The dominant use within Zone B is agricultural production with an emphasis on sustainable practices that are compatible with the use of adjacent areas (in Zone C and on adjacent properties).

1. **Consistent Uses within Zone B:**
   a. Use, maintenance, and repair, of all existing buildings and structures, and in the event of their destruction, the right to reconstruct them on the same site.
   b. Raising and harvesting of hay and other crops, including plowing, planting of native and non-native plant species, irrigating and harvesting, on those areas that have been previously cultivated as depicted in the Baseline Documentation Report and as shown as Zone B in Exhibit “B”.
   c. Grazing of livestock in a manner that sustains pasture condition, minimizes soil compaction and erosion, and does not significantly affect the Property’s natural resource conservation values, consistent with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards.
   d. Hazing of migratory waterfowl as necessary to protect crops, consistent with all applicable state and federal laws.
   e. Development and maintenance of livestock watering facilities according to Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards.
   f. Use and storage of agricultural chemicals, including fertilizers, pesticides, herbicides, insecticides and rodenticides consistent with Best Management Practices recognized by the United States Department of Agriculture Natural Resource Conservation Service (NRCS) or equivalent standards. Use of chemicals shall be in compliance with applicable law as may be necessary to carry out agricultural and ranching activities. Aerial spraying of chemical agents requires prior approval by the Trust.
   g. Maintenance, repair, and reconstruction of existing fencing and construction of new fences.
   h. Introduction of biological weed and pest control agents in compliance with applicable law as may be necessary to carry out agricultural and livestock activities.
   i. The use of poison, traps, or other such devices to protect crops and livestock.

2. **Inconsistent Uses within Zone B:**
   a. The washing, spraying or cleaning of vehicle parts or machinery, which may carry oils or other toxic residues to the soils or waters of the Property.
   b. The maintenance of vehicles, including changing of oils, repair and rebuilding of machinery and tools.
   c. Construction of residential structures.
   d. Construction of any new non-residential or agricultural buildings and structures, such as calving sheds, hay sheds, and corrals without Grantee’s prior approval in writing.

D. **Zone C** (Forest Zone)
The dominant use within Zone C is forest management for wildlife habitat, with additional cutting of trees for personal consumption permitted.

1. **Consistent uses within Zone C**:
a. Removal of blown down trees is permitted but activity around blowdown removal must be conducted when the ground surface is dry.

b. Enhancement of the forest understory for the benefit of native flora and fauna, including understory planting, large wood placement, snag placement, and other habitat features beneficial to native species.

c. Grazing of livestock for ecological enhancement purposes with prior written approval of the Grantee.

2. Inconsistent uses within Zone C:

a. Grazing of livestock, except as provided for in Consistent Uses with Zone C, Paragraph D, above.

b. During wet seasons and/or wet weather, all motorized vehicles shall be prohibited from those natural areas of the property identified as wetlands, ponds, or wet prairie in the Baseline Documentation kept on file with Grantee. Exceptions include culverted stream crossings.

c. Construction of any new roads or vehicle trails except with the consent of the Grantee.

d. Intentional introduction of non-native plant species or farming, plowing, discing, chiseling, interseeding, or any type of cultivation.

e. The washing, spraying or cleaning of vehicle parts or machinery, which may carry oils or other toxic residues to the soils or waters of the Property.

f. The maintenance of vehicles, including changing of oils, repair and rebuilding of machinery and tools.

g. The use of poison, traps, or other such devices for reasons other than those expressly permitted herein or with Grantee’s approval.

3. Grantee’s Approval. Where Grantee’s approval is required, as set forth in Paragraphs 2.A.1.j., 2.A.1.k., 2.A.1.m., 2.A.2.d., 2.A.2.k., 2.A.2.n., 2.A.2.p., 2.C.1.f., 2.C.2.d., 2.D.1.a., 2.D.1.d., and 2.D.2.g., Grantee is to grant or withhold its approval in writing within thirty (30) days of receipt of Grantor’s written request therefore. Grantee’s approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement.

4. Arbitration. Any dispute between parties, except for an action seeking an injunction, which cannot be resolved by the parties, must be settled by arbitration before a single arbitrator in a manner consistent with the Oregon Uniform Arbitration Act, ORS 36.600 through ORS 36.740 as varied by this paragraph. Arbitration will occur in Oregon. Either party may initiate arbitration by providing to the other party, by certified mail, a request for arbitration, which describes the nature of the controversy and the remedy sought, along with a list of three (3) available neutral arbitrators. The party receiving the request must designate in writing one arbitrator from the list within fifteen (15) days of the date of request; if no choice is made during that time, the party requesting arbitration may choose one arbitrator from the list, who will conduct the arbitration. The arbitrator must conduct all proceedings and render a decision within sixty (60) days of the appointment. The parties will be entitled to conduct discovery as provided by the Oregon Uniform Arbitration Act, subject to the limitation by the arbitrator to secure just and efficient resolution of the dispute. The arbitrator's decision will be final, subject only to the rights of appeal provided in ORS 36.600 through ORS 36.740, with the additional ground for exception that the arbitrator misapplied the law. Each party will bear their own costs and attorneys' fees incurred in connection with the arbitration. A party substantially prevailing in any and all appeals to Circuit Court and to the appellate courts may be entitled to recover such amounts for costs and attorneys' fees in
connection with the appeal, as is determined by the Court. Judgment upon the arbitration may be entered in any court having jurisdiction. Nothing in this Agreement, however, will prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

5. **Grantee's Remedies.**
   
a. **Notice of Violation: Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, a directive to restore the portion of the Property so injured.

   b. **Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation *ex parte* as necessary, without notice and without bond at the time suit is filed by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such injury. 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's remedies at law for any violation of the terms of this Easement are inadequate.

   c. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for its cure to expire.

   d. **Scope of Relief.** Grantee shall be entitled to recover reasonable damages for violation of the terms of this Easement, including but not limited to damages for the loss of scenic, aesthetic, or environmental values, including but not limited to the cost of undertaking any corrective action on the Property.

   e. **Costs of Enforcement.** Any cost incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees on appeal where Grantee substantially prevails, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement will be borne by Grantor. If Grantor substantially prevails in any action to enforce the terms of this Easement, Grantor’s costs of suit, including, without limitation, attorneys' fees on appeal, will be borne by Grantee.

   f. **Grantee's Discretion.** Enforcement of the terms of this Easement will be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term 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.

   g. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

   h. **Acts Beyond Grantor's Control.** Nothing contained in this Easement is to be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the 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 Property resulting from such causes.
6. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. **Costs, Liabilities, and Environmental Compliance.**
   a. **Upkeep and Maintenance.** Grantor retains all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any use permitted by this Easement, and all such activities or uses shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, or materials furnished to Grantor.
   b. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter 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, soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all reasonable steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore.
   c. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control: (1) over the day-to-day operations of the Property; or (2) over any of Grantor's allowable activities on the Property; or (3) as an "owner or operator" with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"; 42 USC 9601 et seq).

8. **Taxes.** Grantor must pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and must furnish Grantee with satisfactory evidence of payment upon request. With Grantor's permission, Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon seven (7) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment will bear interest until paid by Grantor at the lesser of: two (2) percentage points over the prime rate of interest from time to time charged by [Bank Name] or the maximum rate allowed by law.

9. **Representations and Warranties of Grantor.** Grantor represents and warrants that, after reasonable investigation and to the best of their knowledge:
   a. **Fee Title.** Grantor is the owner in fee simple of the Property and has the right to convey the Easement to Grantee.
   b. **Environmental Matters.**
      i. No 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 exists or has been released, generated, stored, deposited, disposed of, or
abandoned on the Property, except for types and quantities of materials used for common household purposes;

ii. To the best of Grantor's knowledge, there are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

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

iv. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

v. 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 failure to comply with, any federal, state, or local law, regulation, requirement applicable to the 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.

10. **Representations and Warranties of Grantee.** Grantee is a publicly supported, tax exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code and is a qualified organization to hold, monitor and manage this Property under the ORS 271.715-271.795, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and/or open space condition in perpetuity through title interest;

11. **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or death of any person, or physical damage to any property, resulting from any act, omission, or in any way involving, involving or relating to the Property; or (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter 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, soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 7, 8, 9, 10, and 12 herein.

12. **Extinction, Valuation, Condemnation, and Amendments.**

a. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or
involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Oregon law at the time, in accordance with Paragraph 12.b. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

b. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 12.a, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in the value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

c. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 12.b.

d. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including ORS chapter 271 or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of County, Oregon.

13. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

14. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
15. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or any party designated to Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee’s knowledge, Grantor’s compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee’s most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within, thirty (30) days of receipt of Grantor’s written request therefore.

16. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the parties and at the addresses first stated above, on page 1 of this Easement, or to such other address as either party from time to time shall designate by written notice to the other.

17. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of County, Oregon and may re-record it at any time as may be required to preserve its rights in this Easement.

18. **General Provisions.**
   a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.
   
   b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of ORS 271.715 to 271.795. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
   
   c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
   
   d. **Entire Agreement.** This instrument, with its exhibits, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 12.d.
   
   e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or revision of Grantor's title in any respect.
   
   f. **Joint Obligation.** The obligations imposed by this Easement upon Grantor, or their successors, shall be joint and several.
   
   g. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives,
heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. Unless specifically provided otherwise, the terms “Grantor” and “Grantee,” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

h. **Terminations of Rights and Obligations.** A party’s rights and obligations under this Easement terminate upon transfer of the party’s interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. **Captions.** The captions in this instrument 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.

j. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
TO HAVE AND TO HOLD unto Grantee, its successors, and assigns, forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

This instrument was acknowledged before me on ____________________________ by ____________________________

DATED: ____________________________

STATE OF OREGON  )
COUNTY OF LANE  ) ss

My Commission Expires

This instrument was acknowledged before me on ____________________________

DATED: ____________________________

STATE OF OREGON  )
COUNTY OF LANE  ) ss

My Commission Expires

Conservation Easement