After Recording Return to:

[redacted]

RECORDED IN [redacted] COUNTY
[redacted], County Clerk [redacted]

[redacted]

CONSERVATION EASEMENT

This CONSERVATION EASEMENT (Easement) is entered into the [redacted] day of [redacted] between [redacted] ("Grantor"), whose address is [redacted] and [redacted] (the "Conservancy" or "Grantee"), an Oregon nonprofit corporation, whose address is [redacted] collectively the "Parties."

RECITALS

A. Grantor is the sole owner in fee simple of approximately [redacted] acres of real property situated in [redacted] (the "Property"), legally described in the attached Exhibit A.

B. Grantor has agreed to donate to the Conservancy a conservation easement over the entirety of the Property (the "Easement"), to preserve in perpetuity the Conservation Values of the Property, as described in Section 3 of this Easement.

C. ORS 271.715 to 271.795 permits the creation of conservation easements for the purposes of retaining or protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property.

D. The State of Oregon has determined that it is in the public interest to protect existing and needed open spaces for the appreciation, use, and enjoyment of Oregon's scenic landscapes (ORS 390.010(3)(a)).

E. The Property possesses certain conservation values that are valuable to the Conservancy, the State of Oregon, the United States of America, and the citizens thereof. The specific Conservation Values of the Easement are further documented in an inventory of relevant features of the Property, known as the "Baseline Documentation Report" ("BDR"), which is on file at the offices of the Conservancy. This BDR, dated [redacted] consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Property as the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement. The

BDR has been reviewed and accepted by Grantor and Grantee and acknowledged in the signed statement therein.

F. Grantor desires to convey to the Conservancy the right to preserve the Conservation Values of the Easement in perpetuity, and the Conservancy is willing to honor such intentions and protect such values in perpetuity.

G. The Conservancy is a tax-exempt, nonprofit public benefit corporation, a primary purpose of which is the preservation and protection of land in its natural condition and land restored to its natural condition and is qualified under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended ("IRC"). The Conservancy is also an authorized holder of conservation easements pursuant to ORS 271.715(3)(b).

H. The Property contains restored and enhanced wetlands that are dedicated mitigation for various wetland losses permitted by the Department of State Lands (DSL) and the Portland District, U.S. Army Corps of Engineers (USACE). Grantor desires to grant third-party rights of enforcement to DSL and the United States of America, acting by and through USACE in the Easement, and the Conservancy is willing to consent to the creation of such third-party rights of enforcement. DSL and USACE are state and federal agencies, respectively, acting both independently and in cooperation with each other, and are eligible to hold third-party rights of enforcement pursuant to ORS 271.715(4).

AGREEMENT

In consideration of the foregoing, along with other valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual terms, covenants, conditions, and restrictions contained herein, GRANTOR HEREBY GRANTS TO THE CONSERVANCY A PERPETUAL CONSERVATION EASEMENT ON, OVER, UNDER, AND ACROSS THE PROPERTY, legally described in the attached Exhibit A, of the nature and to the extent set forth as follows:

1. Purpose. The purpose of this Easement is to ensure that the Property and the Conservation Values thereof will be retained and preserved forever substantially in its current condition, as documented in the BDR, and, further, to prevent any use of the Property that will materially diminish, impair, or interfere with the Conservation Values (collectively, the "Purpose"). Grantor intends that this Easement will confine the use of the Property to activities and uses that are consistent with this Purpose.

2. Rights of the Conservancy. To accomplish the Purpose of this Easement, Grantor conveys to the Conservancy the following rights:

(a) To preserve and protect the Conservation Values of the Property pursuant to the terms and conditions of this Easement;

(b) To enter upon and inspect the Property as provided in Section 7; and

(c) To prevent any activity on, over, under, or across the Property or use of the Property that is inconsistent with the Purpose of this Easement and the Property and to require the restoration of such features of the Property that may be damaged by an inconsistent activity or use, pursuant to Section 8.

3. Conservation Values. The Property in its existing, enhanced, or restored state, has certain ecological features associated with it that will contribute to the protection or restoration of native fish or wildlife habitats, watersheds, or water quality in Oregon. Those ecological features, whether currently existing, or likely to exist in the future, are referred to as the "Conservation Values" herein. The Parties recognize that the Conservation Values may periodically fluctuate or trend toward long-term change due to natural events such as wildfire, floods, and long-term climate change, as well as human-initiated enhancement or restoration actions. The specific Conservation Values of the [redacted] acre Property include [redacted]. The site supports a suite of ecological functions including habitat support, water storage and delay, and water quality improvement. The Property supports prairie, shrub, and vernal pool wetland types. [redacted] complements the habitat values of the different wetland types. The conservation values are further documented in the BDR.

4. Prohibited Activities and Uses. Any activity on, over, under, or across the Property or use of the Property inconsistent with the Purpose of this Easement is prohibited in perpetuity. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited (except as permitted under Section 5). Notwithstanding the foregoing, an expressly-prohibited activity or use may be permitted upon a determination by the Conservancy that the activity or use is necessary to sustain and protect the Conservation Values.

(a) Any legal or de facto subdivision or partition of the Property, or sale or other transfer of less than all of the Property, for any purpose except as may be required by law;

(b) Any industrial activity;

(c) Any commercial activity;

(d) Any aviation related activity;

(e) The placement or construction of any buildings, structures, or other improvements of any kind on the Property (including, without limitation, roadways, utility lines, and related facilities), provided that this prohibition shall not restrict the maintenance, renovation, or replacement of, or addition to, any existing improvements of any kind, unless approved in writing by the Conservancy in its reasonable discretion;

(f) Any alteration of the surface of the land, including, without limitation, the removal of any trees, the removal of landscaping, or the harvest of timber, without the Conservancy's prior written consent, or the excavation or removal of soil, sand gravel, rock minerals, or other materials, except in connection with a permitted activity;

(g) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;

(h) Any dumping or other disposal of wastes, refuse, or debris, except as may reasonably be generated by a permitted activity;

(i) The construction or placement of signs or billboards except as otherwise permitted in this Easement;

(j) Any exploration for, or development or extraction of, minerals or hydrocarbons by any surface mining or other method;

(k) The introduction of nonnative invasive species;

(l) Keeping of cattle, horses, sheep, llamas, or any other domestic or semi-domestic animals on the Property, or introduction or release of native or non-native animal or fish species or stocks;

(m) The storage, dumping, or other disposal of toxic and/or hazardous materials;

(n) Dumping or other disposal of non-compostable refuse, animal carcasses, wildlife-attracting materials, or any other material that could reasonably be considered debris;

(o) The taking or harvesting of timber, standing or downed, on the Property;

(p) Cutting, removing, or destruction of native vegetation, the conversion of native vegetation to exotic cover species, or the introduction of non-native plant species;

(q) Farming, plowing, or any type of cultivation;

(r) Construction or placement of any buildings, temporary living quarters of any sort, mobile homes, signs (except signs prohibiting hunting, fishing, or trespassing), billboards, other advertising materials, utility towers, or other structures. Notwithstanding the foregoing, existing structures as of the date of this Easement, which include blinds and nesting platforms for hunting, may be utilized, maintained, and periodically replaced by Grantor but may not be expanded without prior approval of the Grantee as provided herein;

(s) Construction of roads or vehicle trails or use of all-terrain vehicles, motorcycles, or other motorized vehicles on any part of the Property, except as permitted in section 5;

(t) Trapping or shooting of any animals unless approved in advance by the Conservancy or as authorized by Section 5;

(u) Application of biocides, herbicides, defoliants, chemical fertilizers, or other chemicals, except herbicides for treatment of non-native species;

(v) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material;

(w) Manipulation or alteration of natural watercourses or riparian communities except as approved by the Conservancy to advance the Conservation Values of the Property; and

(x) Any use which may change, disturb, alter, or impair the Conservation Values of the Property.

5. Permitted Uses. Grantor and the Conservancy intend that this Conservation Easement shall confine the uses of the Property to the multiple natural resource uses of open space, scenic, conservation, and plant and fish and wildlife habitat, in accordance with the terms and conditions of this Conservation Easement, and to such other incidental uses as are expressly permitted in this Conservation Easement. Except as prohibited or otherwise limited by the terms of this Conservation Easement, the Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Purpose of this Easement. In that regard, the uses set forth in this Section 5, though not an exhaustive list of consistent permitted uses, are consistent with this Conservation Easement and shall not be precluded, prevented, or limited by this Conservation Easement, except as follows: (a) as restricted in this Section 5; (b) in those instances in which prior approval by the Conservancy is required under this Conservation Easement; or (c) in those instances in which any action or practice is or becomes inconsistent with the Purpose of this Easement or diminishes or impairs the Conservation Values of the Property. The procedures for obtaining prior approval are provided in Section 6, below. At any time, Grantor may seek a determination from the Conservancy as to whether a proposed use not provided for above is consistent with the Conservation Values of the Easement.

(a) Use of agricultural chemicals for the control of noxious weeds, as required by Oregon state law, and for the control of other invasive exotic plant species; provided that the use of such chemicals shall: (i) comply with applicable local, state, and federal laws, regulations, standards, and guidelines; (ii) be conducted in such a manner as to minimize adverse effects upon the underlying natural habitat values, natural functions of wetlands, and surface and subsurface water resources of the Property.

(b) Removal or pruning of trees, bushes, grasses, or other vegetation from the Property to further the Conservation Values, provided that the Grantor obtains prior approval from the Conservancy.

(c) Construction, maintenance, or repair of fences around the perimeter of the Property, provided that all fences shall be designed and constructed to minimize obstruction of wildlife movements, except where a written exception is specifically granted in a particular case by the Conservancy.

(d) Use of the Property by Grantor for walking, hiking, hunting during authorized seasons (consistent with state and federal laws and regulations), and other

passive, low-impact, non-motorized recreational uses consistent with the Conservation Values of the Property in compliance with all applicable governmental regulations. Grantor retains the right to permit or deny public access to the Property at its sole discretion and retains all liability associated with public access to the Property.

(e) Upon approval by the Conservancy, conducting, or allowing others to conduct, studies on wildlife species, including those which involve capturing and marking of individual animals, provided that all such studies are to be conducted by competent wildlife researchers with all necessary permits as required by law to conduct such studies.

(f) Upon approval by the Conservancy, the placement of minor improvements for public interpretation and public appreciation, such as limited benches, interpretive signs, foot trails, foot bridges, and viewing platforms, that do not diminish, impair, or interfere with the Conservation Values of the Property. Minor improvements are those that do not require any permit and that are limited to the current footprint as shown in BDR.

(g) Construction of temporary roads or vehicle trails or the use of all-terrain vehicles, motorcycles, or other motorized vehicles on any part of the Property, are prohibited except upon approval by the Conservancy as it deems necessary: (i) for fence construction and maintenance; (ii) to conduct enhancement and restoration activities; or (iii) to conduct monitoring, so long as such activities would not diminish, impair, or interfere with the Conservation Values of the Property.

6. Prior Notice and Approval. Grantor shall not undertake or permit any activity requiring prior approval by the Grantee without first having notified and received written approval from the Grantee as provided herein. Each year, Grantor and Grantee will meet to review management goals and objectives and develop and agree on an Annual Work Plan and tasks for the following year.

Should any additional activities or alterations to the agreed upon Annual Work Plan be required, Grantor shall send the Grantee written notice of intention to undertake or permit such activity. The notice shall inform the Grantee of all aspects of the proposed activity, including location, design, materials, or equipment to be used, dates and duration, and any other relevant information. The Grantee shall review the proposed activity and notify the Grantor of any objections. In the event that the Grantee requires additional information to evaluate the proposed activity, the Grantee shall request the information from the Grantor.

The Grantee's decision to approve or disapprove the activity proposed by Grantor shall be sent to the Grantor. A decision by the Grantee to disapprove a proposed activity must be based upon Grantee's determination that the proposed activity is inconsistent with the Purpose of the Easement. The final decision shall be within the Grantee's sole discretion. If in the Grantee's judgment it is possible the proposed activity can be modified to be consistent with the Conservation Values, the Grantee's decision notice shall inform Grantor of such modification(s). Once modification is made to the satisfaction of the Grantee, the proposed activity may then be conducted in the manner that was approved by the Grantee.

Notwithstanding the foregoing, any activity undertaken by Grantor that is permitted by the Annual Work Plan approved by Grantee shall not require prior approval under this paragraph as long as Grantor satisfies the conditions and requirements, if any, imposed by the Annual Work Plan for that activity.

7. Inspection by the Conservancy. The Conservancy or its designee shall have the right to enter the Property to assure compliance with the terms of this Easement. Failure to conduct such inspections shall not constitute a waiver of the right to do so nor a waiver of the right to enforce any violation of the terms of this Easement that would have been apparent on inspection.

8. The Conservancy's Remedies.

(a) Remedies. If the Conservancy determines that a violation of any of the terms of this Easement has occurred or is threatened, the Conservancy shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if necessary, restore the Property to its intended condition. If Grantor fails to cause the violation to be cured within 30 days after receipt of notice thereof from the Conservancy (or if the violation cannot reasonably be cured within a 30-day period, if Grantor fails to begin curing the violation within such period), or fails to continue diligently to cure such violation until finally cured, the Conservancy shall have the following rights and remedies, in addition to all other rights under this Easement:

(i) To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement;

(ii) To enjoin the violation by temporary or permanent injunction;

(iii) To recover any damages to which it may be entitled for violation of the terms of this Easement; and

(iv) To require the restoration of the Property to the condition that existed prior to any such injury.

Without limiting Grantor's liability, the Conservancy may apply any damages recovered to the cost of undertaking any corrective action on the Property. Notwithstanding anything to the contrary in this Easement, if the Conservancy determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values of the Property, the Conservancy may pursue its remedies under this subsection (a) without prior notice to Grantor or without waiting for the cure period to expire. The Conservancy's rights under this section shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor acknowledges and agrees that breach of the terms of this Easement will cause irreparable harm to the Conservancy and agrees to the entry of a temporary restraining order and permanent injunction by any court of competent jurisdiction to prevent breach or further

breach of the terms of this Easement, in addition to specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available remedies at law.

(b) Remedies Cumulative. All rights and remedies described in subsection (a) above are cumulative and in addition to any other remedy the Conservancy may have by agreement, at law, or in equity. Partial exercise of or forbearance by the Conservancy in exercising any right or remedy shall not limit or restrict the Conservancy's subsequent exercise of such right or remedy or contemporaneous or subsequent exercise of any other right or remedy, nor shall it be construed to be a waiver by the Conservancy of any term of this Easement.

(c) Costs of Enforcement. If any action or suit is instituted by Grantor or Grantee to enforce the terms of this Easement, the prevailing party shall be entitled to recover from the other party, in addition to any other rights and remedies it may have, all reasonable costs and expenses (including attorney's fees) associated with such action or suit. Third parties are excluded from liability from such costs or expenses.

(d) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantor for (i) 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, or (ii) any act or omission of a third party.

9. Costs and Liabilities. Grantor retains all responsibility for and shall bear all costs 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 and payment of all taxes, assessments, fees, and charges levied on or assessed against the Property, including any taxes imposed upon or incurred as a result of the Easement.

10. Extinguishment. Grantor agrees that this Easement gives the Conservancy an immediately vested right and interest in the Property, with a fair market value at least equal to the proportionate value that the Easement bears to the value of the Property. Accordingly, if any action gives rise to the extinguishment of the restrictions provided in this Easement, then the Conservancy shall be entitled to receive, upon a subsequent sale, exchange, or involuntary conversion of the Property, a portion of the proceeds at least equal to the Conservancy's proportionate interest in the Property. Any action to extinguish this easement is subject to the notification requirements set forth Section 16.

(a) Eminent Domain. If an outside party condemns all or any portion of the Property or imposes any action that impairs the Conservation Values of the property through an eminent domain proceeding, the consequential loss in the value of the Property and the Easement shall include the cost of the replacement of the conservation functions, services, and values of the aquatic and terrestrial resources on the property in total not just for the portion of the property taken. Additionally, proceeds recovered by the Conservancy from such a proceeding

will be utilized in accordance with its mission and in coordination with the USACE and DSL to replace and protect the Conservation Values of the Property.

(b) Unexpected Change in Conditions. If a subsequent unexpected change in conditions on or surrounding the Property make impossible or impracticable the continued use of the Property for the Purposes of this Easement, the restrictions provided herein may be terminated or extinguished in whole or in part only by appropriate judicial proceedings in a court of competent jurisdiction. In such event, the proportionate share of the proceeds from a subsequent sale, exchange, or involuntary conversion of the Property must be paid to the Conservancy. Any proceeds recovered by the Conservancy from such a sale, exchange, or involuntary conversion will be utilized in accordance with its mission and in coordination with the USACE and DSL to replace and protect the Conservation Values of the Property.

11. Grantor's Transfer and Assignment. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor transfers, assigns, or otherwise divests itself of any interest in all or part of the Property, establishes any other legal claims over all or part of the Property, or otherwise alters Grantor's rights and obligations with respect to the Property. Grantor further agrees to give written notice to the Grantee, DSL, and USACE of its intent to transfer, assign, or otherwise divest itself of any interest in all or part of the Property, establish any other legal claims over all or part of the Property, or otherwise alter Grantor's rights and obligations with respect to the Property sixty (60) days prior to the effective date of such action and shall identify all parties involved in such action in said notice. The failure of Grantor to perform any act required by this section shall in no way impair the validity of this Easement or limit its enforceability.

12. Grantee's Transfer of Rights and Obligations.

(a) Grantee may transfer, assign, or otherwise divest its interest in this Easement only with the written consent of the Grantor, or Grantor's successor in interest, whose consent shall not be unreasonably withheld. Grantee shall give Grantor (or Grantor's successor in interest), DSL, and USACE at least sixty (60) day's advance written notice of its intent to transfer, assign, or otherwise divest its interest in this Easement, including the identity of the proposed transferee or assignee. The transferee or assignee must be an organization qualified under IRC § 501(c)(3) and IRC § 170(h), or a government agency, and authorized to acquire and hold conservation easements under ORS Chapter 271.

(b) If Grantee shall cease to exist, to be a qualified organization under IRC § 170(h), or to be authorized to acquire and hold conservation easements under ORS Chapter 271, or become unable to fulfill its enforcement responsibilities under this Easement, then Grantee's rights and obligations under this Easement shall, at the election of DSL or USACE, be transferred to an organization that is qualified under IRC § 501(c)(3) and IRC § 170(h), or a government agency, which is authorized to acquire and hold conservation easements under ORS Chapter 271. The transferee shall be substituted as Grantee under this Easement upon written notice to Grantor and recording of an Amendment to this Easement.

(c) The Grantee's failure to perform any act required by this section shall in no way impair the validity of this Easement or limit its enforceability.

13. Merger. The doctrine of merger shall not operate to extinguish this Easement if the Easement and the Property become vested in the same party. If the doctrine of merger applies to extinguish the Easement, then, unless Grantor, Grantee, DSL, and USACE otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in the conservation easement shall be recorded against the Property. The owner of the Property may suggest a new conservation easement holder and, upon approval by DSL and USACE, grant a conservation easement to that new holder to protect the Property.

14. Indemnification. Grantor shall hold harmless, defend, and indemnify the Conservancy, DSL, and USACE, and the Conservancy's, DSL's, and USACE's officers, directors, agents, and employees, (collectively, the "Indemnified Parties") against all liabilities, penalties, costs, losses, damages, expenses, claims, demands, actions, judgments, and suits (including without limitation attorney's fees and costs incurred through trial and on appeal) brought against any of them arising from or in any way related to (1) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring in, on, or about the Property, regardless of cause, unless due solely to the negligence of an Indemnified Party; (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, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), by any person other than any of the Indemnified Parties; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, lifted, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic polluting, or otherwise contaminating the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the rights, obligations, covenants, representations, and warranties of Sections 4 and 5.

15. Assignment to Public Body (Qualified Organization). In the event that the Conservancy assigns its rights and obligations hereunder to a public body as authorized by Section 12, the benefits to, and obligations of the Grantee provided for in this Easement shall automatically extend to the public body, but the public body's obligations shall be subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

16. Additional Beneficiaries Entitled to Enforcement.

(a) Grantor and Grantee acknowledge that DSL and USACE are third-party beneficiaries of this Conservation Easement with the right to access the Property in order to monitor and ensure compliance with the terms of this Easement. DSL and USACE, as third-party beneficiaries, shall have the right, but not the obligation, to enforce the terms of this Easement.

(b) Notice and Consent. DSL and USACE shall be notified in writing at least sixty (60) days before any action is taken to void, modify, amend, terminate, or

extinguish this Easement and must consent in writing prior to any modification or amendment of this Easement that would alter these third-party rights.

17. Permit Applications. Any permit application, or request for certification or modification, that may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy of this Easement with the recording stamp.

18. Miscellaneous.

(a) Controlling Law. This Easement shall be governed by and construed in accordance with the laws of the state of Oregon and the United States of America.

(b) Notices. Any notice, demand, request, consent, approval, proposed modification or amendment, or other communication required or permitted hereunder shall be in writing and either served personally or sent by first class mail, postage prepaid, or certified mail, return receipt requested, addressed as follows:

To Grantor: [redacted]

To the Conservancy: [redacted]

With a copy to: Oregon Department of State Lands
775 Summer St NE Suite 100
Salem, OR 97301

U.S. Army Corps of Engineers
CENWP-OD-G Mitigation Program Manager
P.O. Box 2946
Portland, OR 97208-2946

or to such other address as any party or beneficiary from time to time shall designate by written notice to the others. Notices shall be deemed given when received, or four days from the date of mailing, whichever occurs first.

(c) Recordation. The Conservancy shall record this instrument in the official records of [redacted] County, Oregon and may re-record it at any time as may be required to preserve its rights under this Easement.

(d) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement and the policies and purposes of ORS 271.715 to 271.795. Any

provision in this Easement found to be ambiguous shall be interpreted consistent with the Purpose of this Easement.

(e) Severability. If any provision of this Easement is found to be invalid, the remaining portion thereof and all other provisions of this Easement shall, nevertheless, remain in full force and effect to the extent permitted by law.

(f) Entire Agreement. This Easement is the final and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings or agreements between the Parties.

(g) Modification in Writing. This Easement may be amended or modified only by an agreement in writing signed by both parties and approved as to form by DSL and USACE.

(h) No Forfeiture. Nothing contained herein shall be construed to result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(i) No Waiver. The failure of the Grantee, DSL, or USACE to insist in any one or more instance(s) upon complete performance of, or compliance with, any term, condition, covenant, or restriction in this Easement shall not be construed as a waiver of the future performance of, or compliance with, said term, condition, covenant, or restriction, nor shall the failure of the Grantee, DSL, or USACE to exercise any right granted to it under this Easement be construed as a waiver or relinquishment of said right or the future exercise thereof. In any such event, the obligation(s) of the relevant party or parties with respect to such future performance or compliance shall continue in full force and effect.

(j) 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 permitted assigns and shall continue as a servitude running in perpetuity with the Property.

(k) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of such party's interest in the Property or Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(l) 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.

(m) Exhibitions and Recitals. The exhibits and recitals are incorporated herein by this reference.

IN WITNESS WHEREOF, GRANTOR hereby agrees to all of the terms, covenants, conditions, and restrictions above and has caused this CONSERVATION EASEMENT to be executed this [redacted] day of [redacted], [redacted].

[redacted]

By [redacted]

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF [redacted])

This instrument was acknowledged before me on [redacted], [redacted] by [redacted].

OFFICIAL STAMP
[redacted]
NOTARY PUBLIC - OREGON
COMMISSION NO. [redacted]
MY COMMISSION EXPIRES [redacted]

[redacted]

IN WITNESS WHEREOF, the GRANTEE hereby agrees to and accepts this CONSERVATION EASEMENT, subject to all of the terms, covenants, conditions, and restrictions therein, this _____ day of _____, 20__.

THE [redacted]

By [redacted]

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF [redacted])

This instrument was acknowledged before me on [redacted], [redacted] by [redacted] as Executive Director of The Wetlands Conservancy.

[redacted]

OFFICIAL STAMP
[redacted]
NOTARY PUBLIC - OREGON
COMMISSION NO. [redacted]
MY COMMISSION EXPIRES [redacted]

Notary Public for Oregon
My commission expires: [redacted]

THIRD PARTY BENEFICIARIES:

By _____

Oregon Department of State Lands

_____, _____

By _____

_____

_____, 20__