

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WILDLIFE HABITAT CONSERVATION

THIS INDENTURE, by and between DONALD J. GOODBREAD and ELLA M. GOODBREAD, husband and wife of Ovando, Montana, hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. Secs. 715a-715e and 718d(c); the Land and Water Conservation Fund Act of 1965; the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901, authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife resources. The purpose of this easement is to preserve and protect in perpetuity fish and wildlife habitat, including wetland, riparian and upland plant communities, described on the map(s) attached hereto as Exhibit A;

; AND

WHEREAS, the lands described below contain habitat suitable for use as a wildlife area.

NOW, THEREFORE, for and in consideration of the sum of ONE HUNDRED and ELEVEN THOUSAND Dollars (\$111,000.00), to the Grantors in hand paid, the receipt of which is hereby acknowledged, Grantors hereby grant and convey unto the United States, and its assigns, an estate, interest and perpetual conservation and wildlife easement, in lands of the Grantors, together with the right of ingress and egress for the purpose of monitoring and enforcing the doing and refraining of activities by Grantors thereupon, to be a servitude upon Grantors' said lands; and Grantors covenant with the United States on behalf of themselves, their heirs, executors, administrators, successors, and assigns, forever, to do and refrain from doing upon Grantors' said lands the various activities hereinafter recited, it being hereby agreed that the doing and refraining from said activities, and each of them, upon said lands is and shall be for the benefit of the United States through the preservation and conservation of the land. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands to which the terms of this agreement apply are described and located in POWELL County, State of MONTANA, to-wit:

See Exhibit B for Legal Description of Property

SUBJECT, however, to all valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all outstanding mineral rights in third parties.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within SIX calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of all wetland and wildlife habitat areas, delineated on the map(s) attached hereto as Exhibit A, for the protection of fish and wildlife resources. The parties acknowledge that a Easement Documentation Report will be prepared for the property, at the expense of the Fish and Wildlife Service, to document the physical and biological characteristics of the property at the time of the grant of this easement. A copy of this Report shall be maintained on file by both the Grantors and the Fish and Wildlife Service and by this reference made a part thereof. The parties hereby acknowledge that the Report will accurately reflect the condition of the property subject to this easement at the time of conveyance.

This easement shall limit the use of the property to activities that are consistent with the conservation purposes identified herein, including ranching and other agricultural uses, hunting, fishing, and those uses and practices consistent with the terms hereof and identified in Exhibit C. The easement shall also limit the use of the property to those recreational uses not associated with the uses and practices prohibited in Exhibit D.

The restrictions hereby imposed upon the use of said lands of the Grantors and the activities which Grantors covenant to refrain from doing upon said lands, except as may be authorized from time to time by the express prior written consent of the U.S. Fish and Wildlife Service, are identified in Exhibit D. **156096 Fee: \$ 42.00 Bk 110 DEED Pg 437**

POWELL COUNTY Recorded 09/08/2004 At 01:25 PM
Karla M. Rydeen, Clk & Rodr By *James A. Newbauer*
Return to: POWELL COUNTY TITLE CO 313 MISSOURI AVE
DEER LODGE MT 59722

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service, Denver, Colorado.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. Sec. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.

2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to Donald J. Goodbread, P.O. Box 86, Ovando, Montana 59854 and shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.

3. Payment of the consideration will be made by the United States Treasury via electronic transfer after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States. Grantors agree that the consideration shall be made in favor of First American Title Co., P.O. Box 549, 1006 West Sussex Avenue, Missoula, MT 59801 for closing.

4. The United States acknowledges a bargain sale and that the consideration paid is less than the appraised value.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 15 day of June, 2004.

Donald J. Goodbread
DONALD J. GOODBREAD

ELLA M. GOODBREAD
ELLA M. GOODBREAD

ACKNOWLEDGMENT

STATE of MONTANA
COUNTY of Missoula

On this 15th day of June in the year 2004 before me personally appeared DONALD J. GOODBREAD and ELLA M. GOODBREAD, husband and wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Martin J. Elison
Notary Public

My commission expires 1-18-2005

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this 30 day of JUL 30 2004.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By: *Laura S. Hartman*
CHIEF, DIVISION OF REALTY

Title: _____
U.S. Fish and Wildlife Service

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UNITED STATES DEPARTMENT OF INTERIOR
FISH AND WILDLIFE SERVICE
EASEMENT FOR WILDLIFE HABITAT CONSERVATION

Exhibit "A"

Tract Map: Map 1 of 1

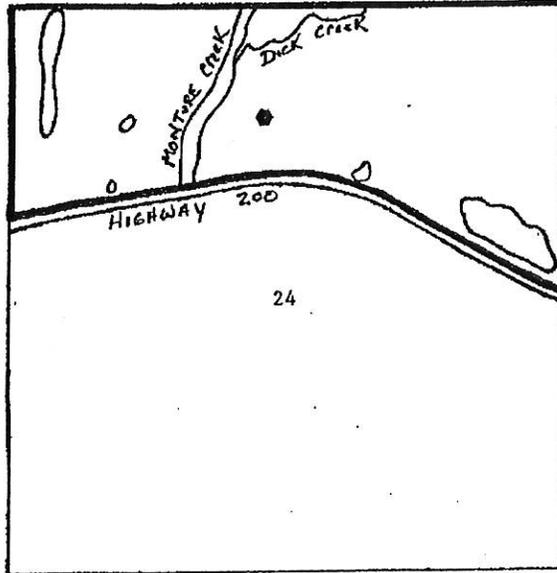
Owner: Goodbread, Donald J. and Ella M. Tract Number: 38C

Acres: ± 212.13 acres

Unit: Blackfoot Valley WMA County: Powell

State: Montana

Legal Description: Township 15 North, Range 13 West, P.M.M.
Section 24: That portion of N1/2 lying north of State Highway 200



Scale 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 6/15/04 which the parties of the first part agree to maintain as a Wildlife Habitat Conservation Area.

Landowner Signatures:

Donald J. Goodbread
Donald J. Goodbread

Ella M. Goodbread
Ella M. Goodbread

Map prepared by:

Gary J. Sullivan
Gary J. Sullivan

Legend:

-  Boundary of Easement
-  Wetlands Covered by Provisions of the Easement
-  Existing Building Site (No existing residences on this tract)
-  Reserved House Site (One reserved house site on this tract)

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EXHIBIT B: LEGAL DESCRIPTION

Township 15 North, Range 13 West, P.M.M.
Section 24: That portion of N1/2 lying north of State Highway 200

EXHIBIT C: PERMITTED USES AND PRACTICES

The following uses and practices by the Grantor, though not an exhaustive recital of all uses and practices of said lands, are hereby deemed to be consistent with the conservation purposes of the Easement. Any proposed activities or uses not identified below shall require prior written approval by the Fish and Wildlife Service. In addition, certain uses and practices identified below are subject to specific conditions or require prior approval. The remainder of these consistent uses shall not be precluded, prevented, or limited by the Easement.

1. To construct, maintain, repair and/or replace ONE single family residence and associated outbuildings within said easement lands, to be located Township 15 North, Range 13 West, P.M.M. Section 24: SE1/4NE1/4NW1/4, as shown on the attached Exhibit A, the exact location to be mutually agreed upon later by the parties. The Grantor is responsible for complying with all federal, state and local laws, ordinances and regulations concerning this reserved building site, as applicable.
 2. To maintain, repair and replace existing agricultural buildings and structures, including but not limited to corrals, fences, hay sheds, loafing sheds, barns, or other non-residential buildings, and water facilities including but not limited to headgates, weirs, pipelines, irrigation ditches, reservoirs or wells, that support agricultural uses of the property and other uses permitted herein; and with prior written approval by the Fish and Wildlife Service, construction and/or development of new agricultural buildings, structures, water facilities, and reservoirs; provided that any maintenance, repair, replacement, construction or development activities do not create barriers that inhibit the movement or migration of wildlife or cause long-term impairment to the wetlands or wildlife habitat on lands identified in Exhibit A.
 3. Livestock grazing
 4. Harvesting native or tame grasses for hay production. Periodic renovation or reseeding of existing tame grass stands will be permitted with prior written approval of the Fish and Wildlife Service. Typically, approval for such renovation would be limited to no more than once every 7 to 10 years. Case by case exceptions may be granted to these time frames to deal with unforeseen situations such as a noxious weed infestations or seeding failures due to drought. No approval will be granted to break (farm) native rangeland.
 5. Maintaining or establishing in-home businesses so long as they do not require any physical development or change to the land and/or construction of additional improvements, buildings, or other structures.
 6. Minor surface disturbances associated with excavating small amounts of fill material or gravel for non-commercial use on the property, or constructing agricultural buildings, structures and/or water facilities as authorized under Provisions 1 or 2 of this Exhibit. The area within the easement impacted by these permitted disturbances shall total one acre or less in size.
 7. Control of noxious weeds or exotic pests remains the responsibility of the Grantor, including the use of chemical pesticides and/or biological control agents in accordance with applicable Federal and State statutes and regulations.
 8. Selectively harvest timber in accordance with those forestry practices which are consistent with the purpose of this easement, provided that any timber harvest permitted hereunder must conform to state and federal forestry laws, regulations, practices, and guidelines, as they may apply to the specific timber harvest activities proposed by the Grantor, and are subject to the following conditions:
 - a. Non-commercial Timber Harvest - Grantor may cut, harvest or remove dead or diseased trees for non-commercial use, or trees that present a hazard to persons or property, or the cutting of firewood, posts and poles for non-commercial use, without prior approval in writing from the Fish and Wildlife Service.
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- b. Commercial Timber Harvest - For the purposes of this easement, the term "commercial timber harvest or thinning" is defined as any timber harvest in which the product of such harvest is sold, traded, exchanged, or used off the said lands. Any commercial timber harvest or thinning, including those for abatement of disease or infestation, shall require preparation of a timber harvest plan, at the Grantor's expense, by a qualified forester. Such plan shall be submitted to the Fish and Wildlife Service for prior review and approval, and if approved, all commercial timber harvest must be conducted in accordance with said plan.
9. To grant a road right-of-way or construct a road for a permitted use identified in this Exhibit with prior written approval of the Fish and Wildlife Service. Grantor's written request shall include a construction plan describing the purpose of the road, its location and, to extent deemed necessary by the Fish and Wildlife Service, information on the road grade, drainage, erosion/sedimentation impacts and mitigating efforts, areas of cut and fill, and other special concerns such as culvert placement, bridges, fords, buffer strips, reseeding and/or reestablishment of vegetation, and fish and wildlife impacts and mitigating efforts.
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EXHIBIT D: PROHIBITED USES AND PRACTICES

The following uses and practices on the property are hereby deemed to be inconsistent with the purpose of the easement, and are expressly prohibited:

1. Draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through transfer of appurtenant water rights or otherwise of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. This includes lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or man-made causes; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water.
 2. Altering the topography or other natural features by digging, excavating, plowing, disking, cutting, filling, removing or otherwise destroying the vegetative cover, including no agricultural crop production or timber harvesting upon said lands delineated on Exhibit A, except as otherwise provided in Exhibit C.
 3. Subdividing or de facto subdividing, and/or developing the area for residential, commercial, industrial or any other purposes.
 4. Erecting, constructing or placing any structures, buildings or improvements including trailers, mobile homes or other temporary living quarters, except as otherwise provided in Exhibit C.
 5. Exploring for and/or developing or extracting minerals, hydrocarbons, clay, sand, gravel, soil, peat, rock or any other materials on or below the surface of the property except as provided in Exhibit C.
 6. Using or developing said lands for a game, fur, bird or fish farm, including the confinement, rearing, release and/or propagation of exotic or native game farm animals, birds, furbearers or fish as defined in Montana Code Annotated (MCA) Sections 87-2-101 and 87-4-406 or its successor statute.
 7. Establishing or maintaining any commercial feedlot, defined for purposes of this easement as a facility used for the purpose of receiving, confining and feeding livestock for hire.
 8. Dumping or disposing of non-household refuse and disposing of any material which is toxic to wildlife or considered to contaminate soil, groundwater, streams, lakes or wetlands.
 9. Constructing any new roads or granting of road right-of-way easements except as provided in Exhibit C.
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