

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 1989, between THE NATURE CONSERVANCY, a non-profit corporation of the District of Columbia, with its principal office at 1815 North Lynn Street, Arlington, Virginia 22209 (hereinafter called the "Conservancy"), and the Estate of Marguerite Heller; Roberta Peterson, Personal Representative, Thomas Geary, Jr., Life Tenant, under the Will of Marguerite Heller, and Roberta A. Peterson, as Remainderman under the Will of Marguerite Heller (hereinafter all referred to as "Landowner");

WITNESSETH:

WHEREAS, the real property situated in Powell County, Montana and described on Exhibit "A" attached hereto and made a part hereof is subject to a Grant Deed of Conservation Easement dated November 3, 1981, from Marguerite T. Heller to the Conservancy, which Grant Deed of Conservation Easement was filed for record November 13, 1981, and recorded in Book 71, at Page 320, Deed Records, Powell County, Montana; and,

WHEREAS, Marguerite T. Heller died on July 20, 1988, and her Will was admitted to probate in the District Court of the Third Judicial District, Powell County, Montana, on September 1, 1988, and under the terms of her Will her daughter Roberta A. Peterson was appointed Personal Representative of her estate; and

WHEREAS, under the terms of said Will, Thomas Geary, Jr. was

left a Life Estate in the property described on Exhibit "A" and Roberta A. Peterson was named as the remainderman to receive the property upon the death of Thomas Geary, Jr.; and,

WHEREAS, it is the desire of the said Thomas Geary, Jr. and Roberta A. Peterson to amend the Conservation Easement for the purpose of prohibiting all game hunting on the described property; and

WHEREAS, the Conservancy has reviewed the Conservation Easement and finds that the prohibition of all game hunting would be consistent with the terms of the Grant Deed of Conservation Easement and the conservation objectives of Marguerite T. Heller.

WHEREAS, the Conservation Easement prohibits all grazing of livestock; and

WHEREAS, the property, being approximately 372 acres would support the grazing of two cows or horses for eight months annually without any significant detrimental effect on the natural ecological and open space values of the property; and

WHEREAS, the parties believe that permitting such grazing would enhance the enjoyment of the property by its owner and further that such grazing would not be inconsistent with the objectives of the Conservancy or the original donor.

NOW, THEREFORE, the parties agree that in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency whereof is hereby acknowledged, that:

1. That the Deed of Conservation Easement above referred to may be and the same is hereby amended to add a prohibition

against all game hunting on the property described in Exhibit "A".

2. That grazing of two cows or horses for eight months annually shall be considered a permitted use of the described property provided that such grazing shall not adversely effect the natural ecological and open space values of the property.

3. That Thomas Geary, Jr. and Roberta A. Peterson in their respective capacities of Life Tenant, Remainderman and Personal Representative of the Estate of Marguerite T. Heller and The Nature Conservancy agree to execute this document and such other documents as may be required to amend the easement to include the prohibition of all game hunting on the described property, and to permit the grazing of two cows or horses for eight months annually.

4. The parties acknowledge that except as provided in this document, there are no other additions or modifications of the Grant Deed of Conservation Easement referred to herein, and that the terms and conditions of said Grant Deed of Conservation Easement continue in full force and effect and are binding upon all parties hereto, their heirs, Personal Representatives and assigns.

5. All parties hereto acknowledge and agree that it is their intention that documents which have been referenced in this agreement by recording reference be incorporated herein by reference, and that this document be placed of record so as to apprise any future purchaser of the property described on Exhibit "A" of the terms and conditions thereof.

THE NATURE CONSERVANCY

BY Donald J. Duprey
DONALD J. DUPREY
Its Assistant Secretary

Roberta A. Peterson
ROBERTA A. PETERSON,
Personal Representative

Thomas Geary, Jr.
THOMAS GEARY, JR.
Life Tenant

Roberta A. Peterson
ROBERTA A. PETERSON,
Remainderman

STATE OF ~~HAWAII~~ Montana)
County of Missoula) ss.

On this 24th day of August, 1989, before me, the undersigned, a Notary Public for the State of ~~Hawaii~~ Montana, personally appeared ROBERTA A. PETERSON, individually as the Remainderman of the Estate of Marguerite Heller, and individually in her capacity as Personal Representative of the Estate of Marguerite Heller, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year first hereinabove written.

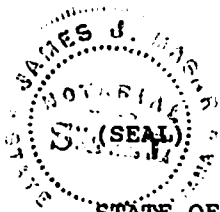


James S. Mason
Notary Public for the State of Hawaii
Residing at Missoula Mont
My commission expires 8-23-92

STATE OF MONTANA)
County of Missoula) ss.

On this 24th day of August, 1989, before me, the undersigned, a Notary Public for the State of Montana, personally appeared THOMAS GEARY, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year first hereinabove written.



James J. Mason
Notary Public for the State of Montana
Residing at Missoula
My commission expires 8-23-92

STATE OF CALIFORNIA)
) ss.
County of San Francisco)

On this 12th day of September, 1989, before me, the undersigned, a Notary Public for the State of California, personally appeared DONALD J. DUPREY, known to me to be the Assistant Secretary of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



(SEAL)

Janice Cornwell
Notary Public for the State of California
Residing at San Francisco
My commission expires May 1, 1992

EXHIBIT "A"

Lands lying in Township 14 North, Range 11 West, PMM, Powell County, State of Montana, as follows:

Section 25: S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ less tract described in Book 45, at Page 351, Deed Records of Powell County, Montana.

123.771

AGREEMENT

THE NATURE CONSERVANCY

- TO -

ROBERTA PETERSON, Pers. Rep.
et al

STATE OF MONTANA
County of Powell
I hereby certify that the within instrument was filed in my office on the 25th day of September at 11:25 A.M. 1989

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Attest my hand and seal of Powell County, Montana
By *James J. Masar*
County Recorder

By _____ Deputy

Fee \$30.00 -
James J. Masar
P. O. Box 8957
Missoula, Mt. 59807-8957