

16767

AMENDMENT TO DEED OF CONSERVATION EASEMENT

KNOWN ALL PERSONS BY THESE PRESENT that by mutual agreement, as contained in this Amendment to Deed of Conservation Easement, Judith Hutchins (hereinafter "Grantor"), and The Montana Land Reliance (hereinafter "Grantee"), do hereby amend a certain Deed of Conservation Easement recorded December 13, 1993 in Micro #8890, records of Sanders County, Montana, by conveying to Grantee certain rights, hereinafter enumerated, that were previously retained by Grantor, by the following:

The primary purpose of this Amendment is to eliminate the use of the property for an environmental education and/or research facility, but to allow either one of two permitted residences to be used as a bed and breakfast business. Therefore, the following sections of the easement are amended as follows:

Page 1, recitals, paragraph 5, shall be deleted in its entirety and replaced with the following:

WHEREAS, Grantor desires and intends that the natural elements and the ecological, scenic and aesthetic, and open space values of the Premises be preserved and maintained by the continuation of land uses on the Premises that will not interfere with or substantially disrupt the natural elements or the workings of the ecosystem (including such uses as limited grazing; fishing, hunting and other recreational uses; sustained yield timber management; a bed and breakfast business; and, personal residences and outbuildings for Grantor). In regard to land uses on the Premises, Grantor shall follow all applicable state and federal regulations including, but not limited to, those governing the following: endangered and threatened species and their habitat, hunting and fishing, water resource use alteration and development, pesticide use, predator and pest control, noxious weed control, and timber harvesting; and,

Page 2, recitals, paragraph 2, shall be deleted in its entirety and replaced with the following:

WHEREAS, Grantor desires and intends to transfer certain of such rights to Grantee, provided that Grantor's right to use the Premises for limited grazing; fishing, hunting and other recreational uses; sustained yield timber management; a bed and breakfast business; and, personal residences and outbuildings for Grantor, is also protected and preserved in the manner more particularly set forth in this Deed of Conservation Easement; and,

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PO BOX 355  
HELENA, MT 59624

Page 3, Section III, opening paragraph, shall be deleted in its entirety and replaced with the following:

**SECTION III**  
**Permitted Uses and Practices**

This Easement shall confine the use of the Premises to activities such as limited grazing; fishing, hunting and other recreational uses; sustained yield timber management; a bed and breakfast business; and, personal residences and outbuildings for Grantor.

Page 4, Section III, paragraph D, shall be deleted in its entirety and replaced with the following:

D. Maintenance and structures. To maintain, repair, remodel, and make limited additions to any existing or subsequently constructed improvements expressly permitted by this Easement including residences, garages, barn, fences, and roads. In the event of removal or destruction of any or all of said structures, to replace them with similar structures of the same approximate size in the same general locations. To place upon the Premises additional structures and other improvements as may be necessary for limited agricultural purposes, with prior approval of Grantor as provided in Section IV hereof, and pursuant to the terms hereof. Additional structures will utilize natural building materials to the maximum extent practicable, which are of low color contrast and are harmonious with the surrounding countryside.

Page 4, Section III, paragraph E, shall be deleted in its entirety and replaced with the following:

E. New residence. It is the intent of this Easement to limit residential development and construction on the Premises to one (1) new residence with associated garage and other reasonable outbuildings, the location of which is to be confined to one (1) of three (3) areas along the county road designated in Exhibit "B" attached hereto and made a part hereof by reference; the area of the existing single family residence and outbuildings; and, the two (2) additional areas designated for the permitted construction. No development shall occur on the east side of Elk Creek.

The additional residence and associated structures will utilize natural building materials to the maximum extent practicable, which are of low color contrast and harmonious with the surrounding countryside. In the event of damage or destruction of this residence and associated structures, Grantor may repair or replace the same with similar structures in the same general location.

No trailers, mobile homes or other similar movable living conveniences (including those placed on permanent foundations) shall be lived in upon the Premises. Nothing herein is intended to prohibit the use by Grantor or her guests from parking or using a recreational vehicle on the Premises on a temporary basis.

Page 6, Section III, paragraph F, shall be deleted in its entirety and replaced with the following:

F. Bed and breakfast/small business. Upon prior notification of Grantee, either the existing single family residence or the new residence permitted in Section III, paragraph E, may be used in the operation of a bed and breakfast business provided such business operation is consistent with the general intentions of Grantor and Grantee and specific terms and conditions expressed in this Easement. Grantor retains the right, as provided in Section III, paragraphs D and E, to maintain, repair, remodel, and make limited additions to the residence used for such business and, in the event of its removal or destruction, to replace it with a similar structure of the same approximate size in the same general location.

With Grantee's prior approval, as provided in Section IV hereof, in lieu of the bed and breakfast business, another small business may be established. Either the bed and breakfast business or another small business may be developed and operated on the Premises, but under no event may both occur simultaneously. Moreover, in the event that Grantor develops the new residence as provided in Section III, paragraph E, or in the event of the division of the Premises into two parcels, as provided in Section III, paragraph J, the development and operation of a bed and breakfast or small business on one parcel precludes in perpetuity the development of either a bed and breakfast or a small business on the other parcel.

Further, the development of a bed and breakfast on one parcel precludes the development of a small business on that parcel, but does not preclude the development of a residence-based business as provided in Section III, paragraph G. Provided, further, that if at any time such bed and breakfast business ceases operation, the Grantor shall have the right to operate a small business, in accordance with the terms of this paragraph F, in lieu of the bed and breakfast business.

If a small business is established, a structure and associated parking facility may be built within fifty (50) yards of the approved residence. The exterior of such a facility shall utilize natural building materials to the maximum extent practicable, which are of low color contrast and harmonious with the surrounding countryside. In the event that the small



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STATE OF Tulsa )  
County of Bosner ) ss.

This instrument was acknowledged before me on this 15<sup>th</sup> day of March, 1996, by Judith Hutchins.



Juliana L. Skinner  
Notary Public for the State of Tulsa  
Residing at Sage 17  
My commission expires 12/3/97

STATE OF MONTANA )  
County of Lewis & Clark ) ss.

This instrument was acknowledged before me on this 14<sup>th</sup> day of March, 1996, by George S. Oigen, as Secretary-Treasurer of The Montana Land Reliance.



Donna Henderson  
Notary Public for the State of Montana  
Residing at Helena MT  
My commission expires 1-10-2000

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Filed for record 19 day of March, 1996 at 2:35  
CC # 16767 recorded micro # 16767  
Jodie Callaghan Recorder  
Fu. 30<sup>th</sup> Ron Wright Deputy

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