

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

NOV 03 2011

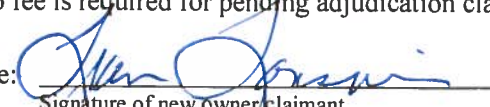
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
74-666 OK	Yes ☐	74-15711 OK	Yes ☐	74-15921 OK	Yes ☐
74-671 OK	Yes ☐	74-15713 OK	Yes ☐		Yes ☐
74-2247 OK	Yes ☐	74-15771 OK	Yes ☐		Yes ☐
74-15639 OK	Yes ☐	74-15772 OK	Yes ☐		Yes ☐
74-15920 OK	Yes ☐	74-15773 OK	Yes ☐		Yes ☐

2. Previous Owner's Name: Lemhi Regional Land Trust **SUPPORT DATA**
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Frances B. Tonsmeire **IN FILE # 74-6666**
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
- PO Box 72
- Mailing address
- Lemhi Idaho 83465
- City State ZIP
- 208-756-3959
- Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: August 10, 2011
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

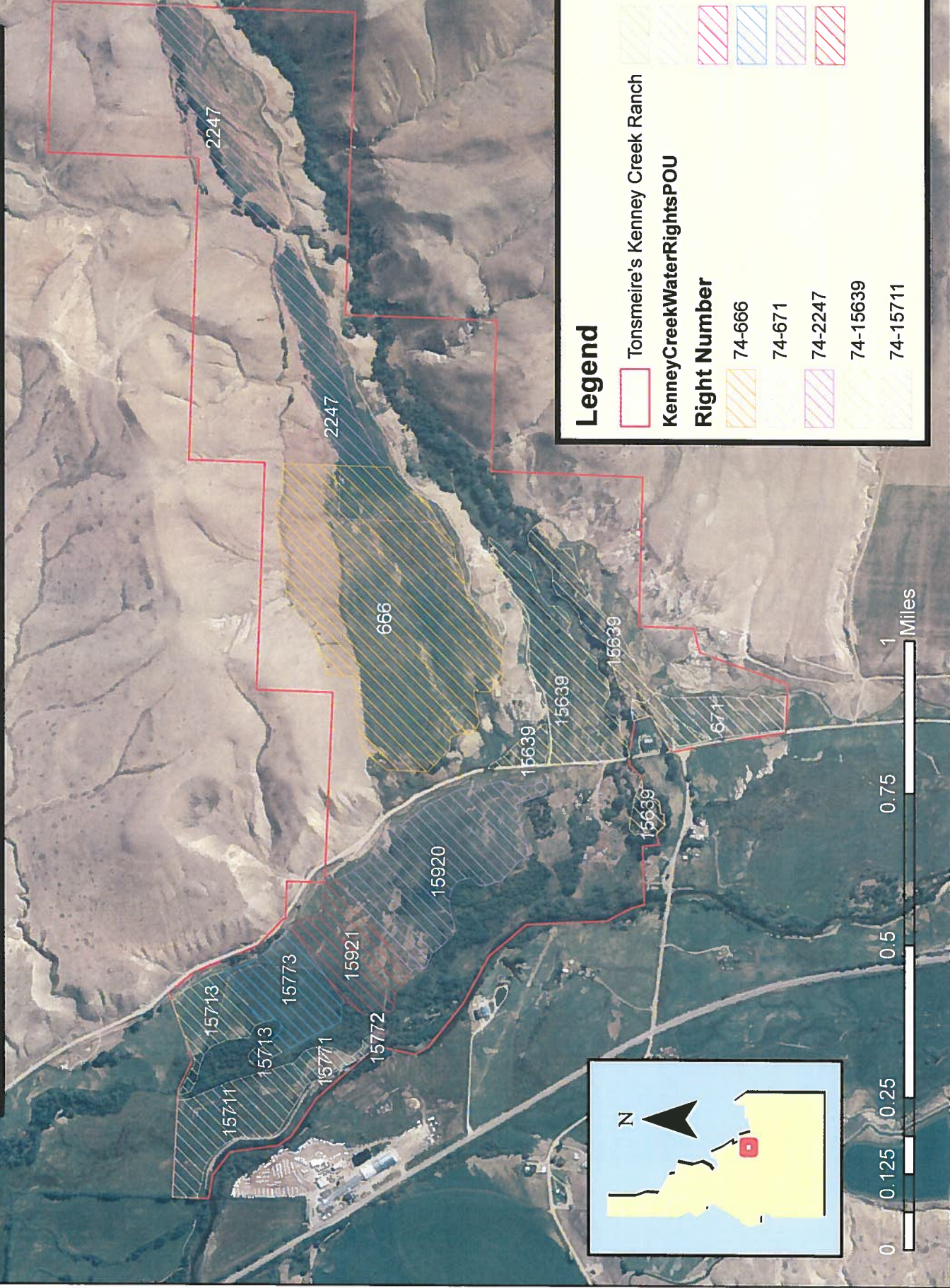
7. Signature:  Landowner 
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by  Date 11/3/2011 Receipt No. E037096 Receipt Amt. \$225.-
Approved by _____ Processed by _____ Date E037122

address on check from Hayden Creek

Kenney Creek Ranch - Change of Ownership Lemhi Regional Land Trust to Tonsmeire Ranch (Fran Tonsmeire)



COPY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Instrument # 286870 # Pages: 40
LEMHI COUNTY, Idaho
Aug 12, 2011 9:58:20 am Fee: \$ 127.00
For: ALLIANCE TITLE
TERRI J. MORTON, Recorder
ECARDIN, Deputy

(Space above line for Recorder's use)

SPECIAL WARRANTY DEED
with Reservation of Conservation Easement
(Lemhi River (Kenney Creek) Idaho)

FOR VALUE RECEIVED, the LEMHI REGIONAL LAND TRUST, an Idaho nonprofit corporation ("Grantor"), does hereby grant and warrant only against those claiming by, through or under Grantor to Frances B. Tonsmeire and Arthur C. Tonsmeire III, acting as Trustees for the TONSMEIRE REVOCABLE TRUST, whose address is PO Box 72 Lemhi, Idaho 83465 ("Grantee"), the real property located in Lemhi County, Idaho, and more particularly described on the attached **Exhibit A**, which is incorporated herein by this reference ("the Property").

TO HAVE AND TO HOLD the Property with all hereditaments and appurtenances thereto unto Grantor and Grantee's successors and assigns forever,

SUBJECT TO taxes and assessments not yet payable, and all reservations, restrictions, encumbrances, easements, and other matters of record or that would be disclosed by a survey or physical inspection of the Property;

AND RESERVING TO GRANTOR a Conservation Easement ("the Easement"), the terms and conditions of which are attached as **Exhibit B, Reservation of Conservation Easement**, and incorporated herein by reference.

Pg. 1 of 40

IN WITNESS WHEREOF, Grantor, Grantee and the United States of America
have executed this instrument on this 10th day of August, 2011.

GRANTOR:

LEMHI REGIONAL LAND TRUST,
an Idaho nonprofit corporation

By Thomas M. Farland
Name: Thomas McFarland

By: Kristin Troy
Name: Kristin Troy

Title Chairman

Title: Executive Director

State of Idaho

County of Lemhi

} ss.
}

On this 10th day of August, 20 11, before me, a Notary Public in and for said state,
personally appeared Kristin Troy and Thomas McFarland known to me to be the Executive Director and
Chairman of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of
Directors, they executed the foregoing in said Corporation name.

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

Heidi Semmler
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: May 19, 2015

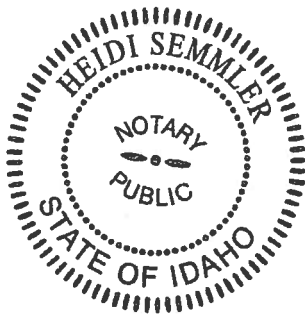


EXHIBIT A
TO SPECIAL WARRANTY DEED
with Reservation of Conservation Easement
(Lemhi River (Kenney Creek) Idaho)

LRLT PROPERTY

All that certain real property located in Lemhi County, Idaho, more particularly described as follows:

REAL PROPERTY and WATER RIGHTS:

All of the property situated in the State of Idaho, County of Lemhi, described as follows:

Original Kenney Creek Ranch
PARCEL I

**A PARCEL ON LAND LOCATED IN THE NORTHEAST QUARTER
NORTHEAST
QUARTER, SECTION 31, SOUTHEAST QUARTER SOUTHEAST QUARTER,
SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO,
MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 30 FROM
WHICH
THE NORTHEAST CORNER OF SAID SECTION BEARS N. 00° 35' 21" E.
5286.88 FT.,
THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 00°19'11"
W.
ALONG THE EASTERLY BOUNDARY OF SAID SECTION 31 AND THE
WESTERLY
BOUNDARY OF THE PROPERTY SHOWN ON RECORD OF SURVEY
INSTRUMENT
NUMBER 239558 AS RECORDED IN THE LEMHI COUNTY COURTHOUSE,
SALMON, IDAHO, A DISTANCE OF 476.86 FT.;
THENCE CONTINUING ALONG SAID PROPERTY S. 73°59'50" W. A
DISTANCE OF
217.79. FT.;
THENCE N. 66°12'00" W. A DISTANCE OF 363.47 FT.;
THENCE S. 78°57'44" W. A DISTANCE OF 511.33 FT. TO A POINT ON THE
CENTER
OF OLD LEMHI ROAD;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
CENTERLINE:
N. 12°47'12" W 107.61 FT.; N. 11°27'10" W. 69.73 FT.;
THENCE N. 58°52'50" E. A DISTANCE OF 360.53 FT.;**

THENCE N. 17°36'21" W. A DISTANCE OF 187.00 FT. TO A POINT ON THE CENTER OF
KENNY CREEK;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE:

N.76°05'15" E. 34.38 FT.; N. 43°41'56" E. 73.44 FT.;
S. 59°47'56" E. 21.85 FT.; N. 55°07'26" E. 108.26 FT.;
N. 38°00'44" E. 25.48 FT.; N.77°17'12" E. 66.87 FT.;
N. 83°16'05" E. 50.07 FT.; N. 83°50'38" E. 81.41 FT.;
N. 48°07'46" E. 136.17 FT.; S.74°44'53" E. 46.14 FT.;
N. 66°57'49" E. 49.93 FT.; S. 68°34'12" E. 48.08 FT.;
N. 41°40'29" E. 27.11 FT.; N. 29°36'39" E. 62.92 FT.;
N. 50°51'34" E. 61.28 FT.; N. 83°29'06" E. 30.09 FT.;
S. 87°20'41" E. 61.36 FT. TO A POINT ON THE EASTERLY BOUNDARY OF SAID

SECTION 30;

THENCE S. 00°35'21" E. ALONG SAID BOUNDARY A DISTANCE, OF 406.35 FT. TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER

OF SECTION 30 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION

BEARS N. 00°35'21" W. A DISTANCE OF 2643.44 FT., THE BASIS OF BEARING OF

THIS DESCRIPTION, RUN THENCE N. 89°18'15" W. A DISTANCE OF 2141.49 FT. TO

A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE:

S. 32°33'58" E. 304.27 FT. S. 45°50'00" E. 381.25 FT.;

S. 32°40'36" E. 432.66 FT.; S. 22°42'25" E. 486.98 FT.;

S. 05°57'06" E. 235.00 FT. TO THE POINT OF BEGINNING:

CONTINUING THENCE ALONG SAID CENTERLINE S. 05°57'06" E. A DISTANCE

OF 450.00 FT.;

THENCE S. 73°24'09" W. A DISTANCE OF 1394.75 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE N. 04°32'14" W. ALONG SAID RIVER CENTERLINE A DISTANCE OF

522.96 FT.;
THENCE N. 76°17'44" E. A DISTANCE OF 1370.36 FT. TO THE POINT OF
BEGINNING.

PARCEL III

A PARCEL OF LAND LOCATED IN SECTIONS 30 AND 31, T. 20 N., R. 24 E.,
BOISE
MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED
AS

FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST
QUARTER

OF SECTION 30 FROM WHICH THE NORTHEAST CORNER OF SAID
SECTION

BEARS N. 00°35'21" W. A DISTANCE OF 2643.44 FT., THE BASIS OF
BEARING OF

THIS DESCRIPTION, RUN THENCE N. 89°18'15" W. A DISTANCE OF 2141.49
FT. TO

A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
CENTERLINE:

S. 32°33'58" E. 304.27 FT.; S. 45°50'00" E. 381.25 FT.;

S. 32°40'36" E. 432.66 FT.; S. 22°42'25" E. 486.98 FT.;

S. 05°57'06" E. 685.00 FT. TO THE POINT OF BEGINNING;

CONTINUING THENCE ALONG SAID CENTERLINE THE FOLLOWING
COURSES

AND DISTANCES:

S. 05°57'06" E. 423.58 FT.; S. 11°27'10" E. 179.17 FT. TO A POINT ON THE
CENTERLINE OF KENNY CREEK;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
CREEK

CENTERLINE:

S. 73°52'36" W. 55.05 FT.; S. 43°35'31" W. 137.27 FT.;

S. 82°09'25" W. 140.94 FT.; S. 39°00'26" W. 51.30 FT.;

S. 15°23'53" W. 83.06 FT.; S. 36°39'42" W. 30.08 FT.;

S. 80°56'09" W. 105.57 FT.; S. 09°30'48" W. 29.35 FT.;

S. 86°52'07" W. 57.19 FT.; S. 71°06'45" W. 35.21 FT.;

N. 47°39'31" W. 117.15 FT.; S. 69°52'23" W. 96.61 FT. TO A

POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY SHOWN ON
RECORD OF SURVEY INST. NO. 168360 AS RECORDED IN THE LEMHI
COUNTY

COURTHOUSE, SALMON, IDAHO;

THENCE N. 05°46'13" W. ALONG SAID PROPERTY A DISTANCE OF 150.19
FT. TO

A POINT ON THE NORTHERLY BOUNDARY OF SAID PROPERTY;

THENCE S. 86°28'21" W. ALONG SAID PROPERTY A DISTANCE OF 509.81 FT. TO

A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID RIVER

CENTERLINE:

N. 16°50'41" W. 119.00 FT.; N. 29°16'46" W. 239.79 FT.; N. 04°45'18" W. 50.00 FT.;

THENCE N. 73°24'09" E. A DISTANCE OF 1394.75 FT. TO THE POINT OF BEGINNING.

PARCEL IV

A PARCEL ON LAND LOCATED IN THE NORTHEAST QUARTER NORTHEAST

QUARTER, SECTION 31, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY,

IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31 FROM

WHICH THE NORTHEAST CORNER OF SECTION 30, T. 20 N., R. 24 E., BEARS N.

00°03'48" E. 5274.03 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN

THENCE S. 00°19'11" W. ALONG THE EASTERLY BOUNDARY OF SAID SECTION

31 AND THE WESTERLY BOUNDARY OF THE PROPERTY SHOWN ON RECORD

OF SURVEY INSTRUMENT NUMBER 239558 AS RECORDED IN THE LEMHI COUNTY COURTHOUSE, SALMON, IDAHO, A DISTANCE OF 476.86 FT.;

THENCE

CONTINUING ALONG SAID PROPERTY S. 73°59'50" W. A DISTANCE OF 217.79 FT. TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID PROPERTY S. 17°31'57" W. A DISTANCE

813.32 FT. TO A POINT ON THE SOUTHERLY BOUNDARY OF THE NORTHEAST

QUARTER NORTHEAST QUARTER OF SAID SECTION;

THENCE N. 89°16'09" W. ALONG SAID BOUNDARY A DISTANCE OF 423.89 FT. TO

A POINT ON THE CENTER OF OLD LEMHI ROAD; THENCE THE FOLLOWING

COURSES AND DISTANCES ALONG SAID CENTERLINE:

N. 10°21'36" W. 467.05 FT.; N. 12°47'12" W. 368.61 FT.;

THENCE N. 78°57'44" E. A DISTANCE OF 511.33 FT.;

THENCE S. 66°12'00" E. A DISTANCE OF 363.47 FT. TO THE POINT OF

BEGINNING.

PARCEL V

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER

OF SECTION 30 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION

BEARS N. 00°35'21" W. A DISTANCE OF 2643.44 FT., THE BASIS OF BEARING OF

THIS DESCRIPTION, RUN THENCE N. 89°18'15" W. A DISTANCE OF 2141.49 FT. TO

A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD AND THE POINT OF

BEGINNING;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE:

S. 32°33'58" E. 304.27 FT.; S. 45°50'00" E. 381.25 FT.; THENCE S. 51°45'08" W. A DISTANCE OF 1498.27 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI.

RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID RIVER

CENTERLINE:

N. 62°58'29" W. 473.57 FT.; N. 52°58'04" W. 212.00 FT.;

THENCE N. 50°14'45" E. A DISTANCE OF 1730.62 FT. TO THE POINT OF BEGINNING.

PARCEL VI

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER

OF SECTION 30 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION

BEARS N. 00°35'21" W. A DISTANCE OF 2643.44 FT., THE BASIS OF BEARING OF

THIS DESCRIPTION, RUN THENCE N. 89°18'15" W. A DISTANCE OF 2141.49 FT. TO

A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
CENTERLINE:
S. 32°33'58" E. 304.27 FT.; S. 45°50'00" E. 381.25 FT. TO THE POINT OF
BEGINNING;
CONTINUING THENCE ALONG SAID CENTERLINE THE FOLLOWING
COURSES
AND DISTANCES:
S. 32°40'36" E. 432.66 FT.; S. 22°42'25" E. 486.98 FT.;
S. 05°57'06" E. 235.00 FT.;
THENCE S. 76°17'44" W. A DISTANCE OF 1370.36 FT. TO A POINT ON THE
CENTERLINE OF THE LEMHI RIVER;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
RIVER
CENTERLINE:
N. 03°56'28" W. 124.52 FT.; N. 41°27'08" W. 427.03 FT.;
THENCE N. 51°45'08" E. A DISTANCE OF 1498.27 FT. TO THE POINT OF
BEGINNING.

PARCEL VII

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE
MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED
AS
FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SECTION 30 FROM
WHICH
THE SOUTHEAST CORNER OF SAID SECTION BEARS S. 00°35'21" E. A
DISTANCE
OF 2643.44 FT. THE BASIS OF BEARING OF THIS DESCRIPTION, RUN
THENCE S.
00°35'21" E. ALONG THE EASTERLY BOUNDARY OF SAID SECTION 2237.09
FT.
TO A POINT ON THE CENTERLINE OF KENNY CREEK; THENCE THE
FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE; N.
87°
20'41" W. 61.36 FT; S. 83°29'06" W. 30.09 FT; S. 50°51'34" W. 61.28 FT; S.
29°36'39" W.
62.92 FT; S. 41°40'29" W. 27.11 FT; N. 68°34'12" W. 48.08 FT; S. 66°57'49" W.
49.93 FT;
N. 74°44'53" W. 46.14 FT.; S. 48°07'46" W. 136.17 FT.; S. 83°50'38" W. 81.41 FT.;
S.
83°16'05" W. 50.07 FT.; S. 77°17'12" W. 66.87 FT.; S. 38°00'44" W. 25.48 FT.; S.
55°07'
26" W. 108.26 FT.; N. 59°47'56" W. 21.85 FT.; S. 43°41'56" W. 73.44 FT.; S.
76°05'15" W.

34.38 FT.; S. 17°36' 21" E. 42.36 FT.; N. 82°15'02" W. 343.09 FT TO A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE: N. 11°27'10" W. 179.17 FT.; N. 05°57' 06" W. 1108.58 FT.; N. 22°42'25" W. 486.98 FT. N. 32°40'36" W. 432.66 FT.; N. 45°50'00" W. 381.25 FT.; N. 32°33'58" W. 304.27 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE S. 89°18'15" E. ALONG SAID BOUNDARY A DISTANCE OF 2141.49 FT TO THE POINT OF BEGINNING.

PARCEL VIII:

A PARCEL OF LOCATED IN SECTION 29, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER.

PARCEL IX:

A PARCEL OF LOCATED IN SECTION 29, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTHEAST QUARTER NORTHWEST QUARTER, SOUTH HALF NORTHEAST QUARTER, NORTHEAST QUARTER NORTHEAST QUARTER, WEST HALF SOUTHWEST QUARTER, NORTHEAST QUARTER SOUTHWEST QUARTER.

PARCEL X:

A PARCEL OF LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTHEAST QUARTER SOUTHEAST QUARTER NORTHEAST QUARTER.

PARCEL "C"

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE1/4 OF SECTION 30 FROM WHICH THE NE CORNER OF SAID SECTION BEARS N. 00° 35' 21" W. A DISTANCE OF

2643.44 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 89° 18'

15" W. ALONG THE EAST-WEST CENTERLINE OF SAID SECTION A DISTANCE OF

2141.49 FT. TO A POINT ON THE CENTERLINE OF THE OLD LEMHI ROAD AND THE

POINT OF BEGINNING;

THENCE S. 50° 14' 45" W. A DISTANCE OF 1730.62 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID RIVER

CENTERLINE;

N. 52° 58' 04" W., 270.91 FT.; N. 30° 15' 03" W., 131.53 FT.;

N. 09° 32' 08" E., 343.79 FT.;

THENCE N. 52° 30' 14" E. A DISTANCE OF 1358.14 FT. TO THE NW CORNER OF THE

SW1/4SW1/4SW1/4NE1/4 OF SAID SECTION;

THENCE S. 89° 18' 45" E. ALONG THE NORTHERLY BOUNDARY OF SAID SW1/4SW1/4SW1/4NE1/4 A DISTANCE OF 327.08 FT. TO THE NE CORNER OF SAID

SW1/4SW1/4SW1/4NE1/4;

THENCE S. 00° 10' 10" E. ALONG THE EASTERLY BOUNDARY OF SAID SW1/4SW1/4SW1/4NE1/4 A DISTANCE OF 330.05 FT. TO THE SE CORNER OF SAID

SW1/4SW1/4SW1/4NE1/4;

THENCE S. 89° 18' 15" E. ALONG THE EAST-WEST CENTERLINE OF SAID SECTION A DISTANCE OF 150.50 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN 17 MILE ROAD AND

LEMHI COUNTY ROAD.

PARCEL "B"

A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

**FOLLOWS;
COMMENCING AT THE SE CORNER OF THE NE1/4 OF SECTION 30 FROM
WHICH THE NE CORNER OF SAID SECTION BEARS N. 00° 35' 21" W. A
DISTANCE OF
2643.44 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE
N. 89° 18'
15" W. ALONG THE EAST-WEST CENTERLINE OF SAID SECTION A
DISTANCE OF
2291.99 FT. TO THE SE CORNER OF THE SW1/4SW1/4SW1/4NE1/4 OF SAID
SECTION;
THENCE N. 00° 10' 10" W. ALONG THE EASTERLY BOUNDARY OF SAID
SW1/4SW1/4SW1/4NE1/4 A DISTANCE OF 330.05 FT. TO THE NE CORNER OF
SAID
SW1/4SW1/4SW1/4 NE1/4;
THENCE N. 89° 18' 45" W. ALONG THE NORTHERLY BOUNDARY OF SAID
SW1/4SW1/4SW1/4NE1/4 A DISTANCE OF 327.08 FT. TO THE NW CORNER
OF SAID
SW1/4SW1/4SW1/4 NE1/4 AND THE POINT OF BEGINNING;
THENCE S. 52° 30' 14" W. A DISTANCE OF 1358.14 FT. TO A POINT ON THE
CENTERLINE OF THE LEMHI RIVER;
THENCE N. 42° 40' 55" W. ALONG SAID RIVER CENTERLINE A DISTANCE
OF
695.68 FT.;
THENCE N. 52° 18' 36" E. A DISTANCE OF 1456.85 FT. TO A POINT ON THE
CENTERLINE OF THE OLD LEMHI ROAD;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
ROAD
CENTERLINE;
S. 24° 45' 13" E., 383.65 FT.; S. 48° 47' 41" E., 313.19 FT.;
THENCE S. 00° 06' 34" E. ALONG THE EASTERLY BOUNDARY OF THE E1/2
SE1/4NW1/4
A DISTANCE OF 20.69 FT. TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM**

PARCEL "A"

**A PARCEL OF LAND LOCATED IN SECTION 30, T. 20 N., R. 24 E., BOISE
MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED
AS
FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST
QUARTER OF SECTION 30 FROM WHICH THE NORTHEAST CORNER OF
SAID
SECTION BEARS N. 00° 35' 21" W. A DISTANCE OF 2643.44 FT., THE BASIS
OF**

BEARING OF THIS DESCRIPTION, RUN THENCE N. 89° 18' 15" W. ALONG
 THE
 EAST-WEST CENTERLINE OF SAID SECTION A DISTANCE OF 2291.99 FT.
 TO
 THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER SOUTHWEST
 QUARTER SOUTHWEST QUARTER NORTHEAST QUARTER OF SAID
 SECTION;
 THENCE N. 00° 10' 10" W. ALONG THE EASTERLY BOUNDARY OF SAID
 SOUTHWEST QUARTER SOUTHWEST QUARTER SOUTHWEST QUARTER
 NORTHEAST QUARTER A DISTANCE OF 330.05 FT. TO THE NORTHEAST
 CORNER OF SAID SOUTHWEST QUARTER SOUTHWEST QUARTER
 SOUTHWEST QUARTER NORTHEAST QUARTER;
 THENCE N. 89° 18' 45" W. ALONG THE NORTHERLY BOUNDARY OF SAID
 SOUTHWEST QUARTER SOUTHWEST QUARTER SOUTHWEST QUARTER
 NORTHEAST QUARTER A DISTANCE OF 327.08 FT. TO THE NORTHWEST
 CORNER OF SAID SOUTHWEST QUARTER SOUTHWEST QUARTER
 SOUTHWEST QUARTER NORTHEAST QUARTER;
 THENCE N. 00° 06' 34" W. ALONG THE EASTERLY BOUNDARY OF THE
 EAST HALF SOUTHEAST QUARTER NORTHWEST QUARTER A DISTANCE
 OF
 989.99 FT. TO THE NORTHEAST CORNER OF THE EAST HALF SOUTHEAST
 QUARTER NORTHWEST QUARTER;
 THENCE N. 89° 20' 15" W. ALONG THE NORTHERLY BOUNDARY OF SAID
 EAST HALF SOUTHEAST QUARTER NORTHWEST QUARTER A DISTANCE
 OF
 652.08 FT. TO THE NORTHWEST CORNER OF THE EAST HALF
 SOUTHEAST
 QUARTER NORTHWEST QUARTER;
 THENCE S. 69° 05' 10" WEST A DISTANCE OF 19.54 FT. TO A POINT ON THE
 CENTERLINE OF THE OLD LEMHI ROAD AND THE POINT OF
 BEGINNING;
 THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
 CENTERLINE:
 S. 41 ° 02' 18" E. 273.49 FT.; S. 24° 45' 13" E. 230.00 FT.;
 THENCE S. 52° 18' 36" W. A DISTANCE OF 1456.85 FT. TO A POINT ON THE
 CENTERLINE OF THE LEMHI RIVER;
 THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID
 RIVER CENTERLINE;
 N. 58° 09' 47" W. 397.09 FT.; N. 36° 07' 02" W. 136.88 FT.;
 N. 09° 35' 30" W. 416.03 FT.; N. 54° 24' 15" W., 254.43 FT.;
 N. 82° 18' 36" W. 207.36 FT. TO A POINT ON THE WESTERLY BOUNDARY
 OF SAID SECTION 30;
 THENCE N. 00° 03' 48" E. ALONG SAID BOUNDARY A DISTANCE OF 318.57
 FT. TO A POINT ON THE SOUTHERLY BOUNDARY OF THE PROPERTY
 SHOWN
 ON RECORD OF SURVEY INSTRUMENT NO. 246348 AS RECORDED IN THE

LEMHI COUNTY COURTHOUSE, SALMON IDAHO.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID PROPERTY:

S. 88° 28' 25" E., 935.30 FT. S. 66° 12' 27" E. 286.07 FT.;

N. 69° 05' 10" E. 620.52 FT. TO THE POINT OF BEGINNING.

WATER RIGHTS: Priority Date Quantity

Water Rights	Priority Date	Quantity (in CFS)	Parcel Reference
74-666	1922	2.08	Youngs
74-671	1949	0.83	Youngs
74-2247	1918	0.92	Youngs
74-15639	1893	0.81	Youngs
74-15772	1962	0.04	Youngs
74-15920	1877	0.87	Youngs
74-15921	1877	0.34	Behring
74-15773	1877	0.32	Macieski
74-15771	1962	0.08	Macieski
74-15711	1962	0.43	Harris
74-15713	1877	0.22	Harris

EXHIBIT B
TO SPECIAL WARRANTY DEED
with Reservation of Conservation Easement
Lemhi River (Kenney Creek) Idaho

RESERVATION OF CONSERVATION EASEMENT

This Reservation of Conservation Easement constitutes an integral part of the Special Warranty Deed with Reservation of Conservation Easement to which it is attached (the “Deed”), by means of which the Lemhi Regional Land Trust (“LRLT”) is conveying to TONSMEIRE REVOCABLE TRUST (referred to for purposes of this Conservation Easement as “Owner”), the Property in Lemhi County, Idaho, which is more particularly described in **Exhibit A** to the Deed and illustrated on the Property Map attached hereto as **Attachment 1**. The term “Deed” shall include all of the provisions of this Reservation of Conservation Easement (“**Conservation Easement**”). The LRLT and Owner have agreed upon the terms of the Conservation Easement, which are set out below on the basis of the following facts and circumstances:

A. The Property includes 585 acres, more or less, and water rights described on **Exhibit A** to the Deed (hereinafter, the “**Water Rights**”) (collectively, the “**Property**”). The Property is composed primarily of sagebrush steppe rangeland, Lemhi River, Kenney Creek and associated riparian area and wetlands, productive farmland, and associated Farmstead and Residential Areas as shown on the Property Map.

B. The Property possesses significant values, including, but not limited to natural, scenic, open space, hydrologic, ecological, scientific, agricultural, and recreational values that are all of great importance to LRLT, Owner, the people of Lemhi County, and the people of the State of Idaho, in accordance with the Idaho Uniform Conservation Easement Act, Idaho Code Sections 55-2101 to 55-2109 (the “**Act**”). Pursuant to the Act, the conservation values intended to be preserved and protected for the public benefit under this Conservation Easement include, without limitation, the ranching and agricultural aspects of the Property, watershed functions of maintaining water quality and quantity in Kenney Creek and the Lemhi River, spawning and rearing habitat for anadromous and resident fish including, Chinook salmon, steelhead trout, bull trout, and cutthroat trout, functioning riparian ecosystems and associated native flora and fauna; functioning wetland ecosystems and associated native flora and fauna; unfragmented open space corridors for the relatively unimpaired passage of wildlife, and natural communities that provide habitat for native wildlife species including, without limitation, salmonids, raptors, waterfowl, elk, deer, moose and many species of common and rare plants and animals. (collectively, the “**Conservation Values**”).

C. All waters of the Salmon River drainage, including the Lemhi River and its tributaries, portions of which are located on the Property, were designated as critical habitat for Snake River spring/summer Chinook salmon on December 28, 1993 (Fed. Reg., Vol. 58, No. 68545) pursuant to the Endangered Species Act, which listed spring/summer Chinook salmon as threatened on April 22, 1992 (Fed. Reg. Vol. 58, No.

78). This Conservation Easement is supported by the Pacific Coast Salmon Recovery and the Snake River Basin Adjudication Habitat Trust Fund programs authorized by the State of Idaho Office of Species Conservation. The purpose of these funding sources are to support projects that implement conservation measures which protect and restore Endangered Species Act listed fish and their habitat in the Salmon River watershed.

D. As fee owner of the Property, the Owner owns the affirmative rights to identify, preserve, and protect forever the existing features and values of the Property. Grantor intends that the Conservation Values be preserved and maintained, pursuant to the terms and conditions of this Conservation Easement.

E. The State of Idaho has recognized the public importance and validity of conservation easements by enactment of Idaho Uniform Conservation Easement Act, Idaho Code Sections 55-2101 to 55-2109. Furthermore, the continued maintenance and operations of highly productive farmlands that provide opportunities to continue traditional farming and ranching practices in perpetuity is encouraged and supported by the Federal Farm Bill of 2008 (15 U.S.C. Section 15302), the State of Idaho and local land conservation policies adopted in Lemhi County, Idaho.

F. LRLT is an Idaho nonprofit corporation described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, organized to protect and conserve Riparian Areas and ecologically significant land for scientific, charitable, and educational purposes; is a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code, qualified to acquire and hold conservation easements; and is a qualified "holder" under Idaho Code Section 55-2101(2)(b).

G. To accomplish the Conservation Purposes (as defined in Paragraph 1 below), LRLT desires to reserve a conservation easement that restricts the uses of the Property and that grants rights to the Owner in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

Terms and Conditions

1. PURPOSES. It is the purpose of the Conservation Easement to preserve and protect in perpetuity and, in the event of their degradation or destruction, to enhance and restore the Conservation Values of the Property identified above. In achieving these purposes (the "**Conservation Purposes**"), it is the intent of the Conservation Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Conservation Values protected herein.

2. EASEMENT DOCUMENTATION REPORT. The parties acknowledge that an Easement Documentation Report (the "**Report**") of the Property has been prepared and that the Report has been approved in writing by LRLT and the Owner. A copy of the Report is on file with LRLT and the Owner at their respective addresses for notices set forth in Paragraph 12. By executing this Grant, the parties agree that the Report contains

an accurate representation of the biological and physical condition of the Property at the time of this grant and of the historical uses of the Property. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the controversy.

3. LRLT'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to LRLT by this Conservation Easement include, but are not limited to, the following:

A. Preserve and Protect. LRLT may preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

B. Entry and Access Rights. LRLT is, by this Conservation Easement, granted rights of access to enter upon the Property, using appurtenant easements and rights of way, if any, and may enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to determine whether Owner's activities are in compliance with the terms of this Conservation Easement and to take all actions deemed reasonably necessary by LRLT to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values. Except in cases in which LRLT determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement or to preserve or protect the Conservation Values, such entry will be upon giving notice to Owner at least seven (7) days in advance of such entry, as described in Paragraph 12, and will not unreasonably interfere with Owner's use and quiet enjoyment of the Property. In the event LRLT determines that immediate entry is required, LRLT shall make reasonable efforts to contact Owner prior to entry, by phone, email, or U.S. mail, but such notice shall not be a prerequisite to entry.

C. Agency Access. With at least seven (7) days notice, Grantee may also request access for the IDFG, BLM, the Idaho Department of Water Resources (IDWR), and, in the discretion of the Grantee, other appropriate, wildlife and natural resource related governmental agencies for the limited purpose of collecting data regarding fish spawning, fish habitat, and water quality in Kenney Creek Creek and the Lemhi River. Such agencies may request access directly of Grantor for this purpose and access shall not be unreasonably withheld. Under no circumstances is this provision to be interpreted to allow any governmental agency to access the Property for purposes other than collecting data as described herein.

D. Enforcement. LRLT may prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes and may enforce the restoration of such areas or features of the Property that might be damaged by any inconsistent activity or use.

E. Additional Actions. Under state law Owner is obligated to control invasive species however, LRLT may, but is not obligated to, at its own expense, employ the use of pesticides, herbicides or other biocides or any other means, including grazing of cattle or other animals, to control noxious weeds if, as reasonably determined by LRLT, grazing has been ineffective or has been reduced to a level that fails to control such weeds; provided, however, that such use shall be with the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed.

F. Fencing of Riparian Areas. LRLT may but is not obligated to, at its own expense and after reasonable written notice to the Owner, install fencing in the Riparian Areas as designated on the Property Map, where such fencing is advisable in order to protect the Conservation Values and achieve the Conservation Purposes. LRLT shall provide 30 days' written notice to Owner prior to commencing any fencing.

4. PERMITTED USES OF THE PROPERTY. Owner and LRLT intend that this Conservation Easement shall confine the uses of the Property to the multiple agricultural and conservation uses of farming, ranching, recreation, commercial uses, open space, scenic, conservation, and plant 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 Paragraph 5 and by Attachment 3, Owner reserves the right to use and enjoy the Property in any manner, except those specifically prohibited by this conservation easement, that is consistent with the Conservation Purposes. In that regard, the uses set forth in Attachment 2, 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 provided in Paragraph 5 and in Attachment 3; (b) in those instances in which prior approval by LRLT is required under this Conservation Easement; and (c) in those instances in which any action or practice is or becomes inconsistent with the Conservation Purposes or diminishes or impairs the Conservation Values.

5. PROHIBITED USES OF THE PROPERTY. Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited uses, none of the uses described in Attachment 3 shall be made of the Property. In making this grant, the Owner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Owner and LRLT that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of the Owner, or Owner's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination, extinguishment, or modification.

6. PRE-EXISTING CONDITIONS. No condition existing on the Property at the time this Conservation Easement is executed, as identified in the Baseline Report, shall constitute a violation of this Conservation Easement. If the Owner discovers or otherwise becomes aware of any non-complying, pre-existing condition, which is not documented or identified in the Easement Documentation Report, the Owner shall promptly inform LRLT in writing of such condition. For purposes of this Conservation Easement, Owner shall not be responsible for removing, repairing or otherwise correcting this pre-existing condition.

7. REMEDIES.

A. Proposed Practices or Activities: Mediation. If any question exists regarding whether certain uses or activities are permitted or would be inconsistent with the Conservation Purposes or would materially diminish or impair the Conservation Values, the Owner shall notify the LRLT in writing in accordance with Paragraph 12 and obtain the LRLT's written approval, not to be unreasonably withheld, prior to engaging in such practices or activities. The LRLT shall have a period of 60 days after receipt of Owner's notice to review and respond to Owner's request.

Notwithstanding any provision of this Conservation Easement Deed to the contrary, in the event a dispute arises between the Owner and the LRLT regarding the consistency of any proposed use of or activity on the Property with the terms of this Conservation Easement Deed and the Owner agrees in writing not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by written notice to the other Party. Within ten (10) days of the effective date of such notice, the Parties shall select a single trained and impartial mediator who has current and substantial experience with conservation easements and rangeland management. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within thirty (30) days of the effective date of the initial mediation notice; jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

1. Purpose. The purpose of the mediation shall be to: (a) promote discussion between the parties; (b) assist the parties to develop and exchange pertinent information concerning the issue in dispute; and (c) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the dispute. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation Easement.

2. Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously.

3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the written

consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statement~ made or documents prepared for the mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party.

4. Time. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the effective date of the initial mediation notice or if mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

5. Cost. The cost of the mediator shall be borne equally by the Owner and LRLT; the Parties shall bear their own expenses of mediation, including attorney's fees, individually.

B. Notice of Violation; Corrective Action. If LRLT or Owner becomes aware of a violation or breach, or a threatened violation or breach, of the terms of this Conservation Easement by one or the other of them, LRLT or Owner shall give written notice of such violation or breach to the other party ("**Violating Party**"). If the Violating Party fails to cure the violation within thirty (30) days after receipt of such written notice from LRLT or Owner ("**Conforming Party**"), or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Conforming Party shall have all remedies available at law or in equity to enforce the terms of this Conservation Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), to pay monetary amounts which, if not paid, could result in extinguishment, modification, non-enforcement or impairment of this Conservation Easement. The Conforming Party's rights under this Paragraph apply equally to actual or threatened violations and breaches of the terms of this Conservation Easement. The Violating Party agrees that the Conforming Party's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Conforming Party shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Conforming Party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

C. Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' fees, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In

addition, any costs of restoration shall be borne by the non-prevailing party or as determined by the court.

D. Emergency Enforcement. If LRLT, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of the Conservation Easement, LRLT may pursue its remedy under this paragraph 7 without prior notice to Owner and without waiting for the cure period. In the event LRLT determines that emergency enforcement is required, LRLT shall make a reasonable effort to notify Owner in accordance with Paragraph 13 (C) without waiting for the cure period to expire, but such notice shall not be a prerequisite to pursuing its remedies.

E. LRLT's Discretion. Enforcement of the terms and provisions of this Conservation Easement shall be at the reasonable discretion of LRLT, and the failure of LRLT to discover a violation or to take action under this Paragraph 6 shall not be deemed or construed to be a waiver of LRLT's rights under this Conservation Easement with respect to such violation in the event of any subsequent breach. In no event shall any delay or omission by LRLT in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy.

F. Acts Beyond Owner's Control. Nothing contained in this Conservation Easement shall be construed to entitle LRLT to bring any action against Owner for any injury to or change in the Property resulting from causes beyond Owner's control, including fire, flood, storm, drought, and earth movement. Furthermore, should Owner undertake specific activities to enhance or restore certain Conservation Values and those activities result in an adverse impact to other Conservation Values, then such activities shall not be considered violations of the Conservation Easement, provided that Owner shall have obtained LRLT's approval prior to commencing such activities.

8. ASSIGNMENT. LRLT may assign this Conservation Easement, provided that: (a) LRLT receives the Owner's prior written consent to the assignment, which consent shall not be unreasonably withheld; and (b) any assignment shall be made only to an organization qualified, at the time of assignment, as an eligible donee under Internal Revenue Code Section 170(h)(3) or its successor or under any regulations issued thereunder, and such organization shall be an entity qualified to hold a conservation easement at the time of assignment pursuant to Idaho law governing the creation, transfer, and enforcement of conservation easements.

9. RUNNING WITH THE LAND. The Conservation Easement created by this reservation shall burden and run with the Property in perpetuity. Every provision of this Conservation Easement that applies to Owner or LRLT shall also apply forever to and shall burden or benefit, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear. LRLT agrees that transfer by the Owner of any interest in the Property shall be in accordance with the terms of Paragraph 20

10. Authority To Execute Conservation Easement. The person or persons executing this Conservation Easement on behalf of LRLT represent and warrant that the execution of this Conservation Easement has been duly authorized by LRLT. The person or persons executing this Conservation Easement on behalf of Owner represent and warrant that the execution of this Conservation Easement has been duly authorized by Owner.

11. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that LRLT shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that Owner shall keep LRLT's interest in the Property free of any liens including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner shall be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use reserved by Owner and permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Conservation Easement shall be joint and several.

12. INDEMNIFICATION.

A. By Owner. Notwithstanding any other provision of this Conservation Easement to the contrary, Owner agrees to indemnify, defend, and hold LRLT, including, without limitation, LRLT's members, directors, officers, employees, agents, and contractors, and its successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any costs, liabilities, penalties, damages, claims (whether based on negligence or strict liability), or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of or arising out of: (a) the activities of Owner on the Property; (b) the inaccuracy of any representation or warranty made by Owner; (c) any breach of this Conservation Easement; (d) any injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties. Without limiting the foregoing, Owner shall indemnify, defend, and hold harmless the Indemnified Parties for all of the following:

i. Approvals. LRLT shall bear no liability to Owner or to any third party for its approval or disapproval of Owner's requests pursuant to this Section.

PO Box 50578
477 Shoup Suite 109
Idaho Falls, ID 83405-0578
Attn: Andrew Wayment

To Owner: Tonsmeire Revocable Trust
PO Box 72
Lemhi, Idaho 83465

with a copy to:

Martin & Eskelson, PLLC
PO Box 3189
Idaho Falls, ID 83403
Attn: Scott Eskelson

Either party may, from time to time, by written notice to the other, designate a different address that shall be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

D. Subsequent Activities. Permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature.

14. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Conservation Easement are intended to be perpetual. If any provision or purpose of the Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and purposes of the Conservation Easement, and the application of such provision or purpose to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

15. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Owner and LRLT shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of LRLT's and Owner's interests at the time of this grant (as provided in Treas. Reg. Section 1.170A-14(g)(6)(I)), it being expressly agreed that this Conservation Easement constitutes a compensable property right. All expenses incurred by Owner and LRLT in such action shall be paid out of their respective recovered proceeds, and LRLT shall use the remainder of its share of the proceeds in a manner

consistent with the purposes and intent set forth herein, or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Internal Revenue Code Section 170(h)(4)(a)(ii), as amended, and in regulations promulgated thereunder.

16. INTERPRETATION

A. Intent. It is the parties' intent to preserve the condition of the Property and each of the Conservation Purposes, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be construed to effectuate the Conservation Purposes and to allow Owner's use and enjoyment of the Property except as prohibited by this Conservation Easement. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Idaho, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

B. Governing Law. This Conservation Easement shall be interpreted in accordance with the laws of the State of Idaho.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of the Conservation Easement and shall have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Conservation Easement to the contrary, nothing in this Conservation Easement shall be construed such that it creates in or gives to LRLT: (1) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in Environmental Laws (as that term is defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.) ("CERCLA"); (2) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (3) the obligations of a responsible person under any applicable Environmental Law; (4) any obligation to investigate or remediate any Hazardous Materials, as defined below, associated with the Property; or (5) any control over Owner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Definitions.

(1) The terms “**Owner**” and “**LRLT**,” wherever used in this Conservation Easement, and any pronouns used in place thereof, shall mean and include, respectively, Owner and LRLT’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and LRLT and its successors and assigns.

(2) The term “**Hazardous Materials**” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “**Environmental Law**”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to CERCLA, as defined above; the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Idaho state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

17. SUBSEQUENT LIENS ON PROPERTY. No provision of this Conservation Easement should be construed as impairing the ability of Owner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must, at all times, be subordinated to the Conservation Easement by means of a subordination document acceptable to LRLT.

18. RE-RECORDING. LRLT is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement, and Owner agrees to execute any such instruments if necessary.

19. ACCESS. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or use the Property or any portion of the Property where no such right existed in the public immediately prior to the execution of this Conservation Easement. Owner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities might diminish or impair the Conservation Values.

20. SUBSEQUENT TRANSFERS.

A. Fee Title. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify LRLT of any pending transfer (including, without limitation, leases) at thirty (30) days in advance of the transfer. The failure of Owner to comply with this Paragraph 19.A. shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

B. Water Rights. Owner may transfer the Water Rights separately from the underlying fee title to the Property, or encumber the Water Rights, only when the transfer or encumbrance is to the Idaho State Water Board or other state or federal entity, or other qualified entity, for conservation purposes and providing LRLT with 30 days notification prior to engaging in Water Rights transfers. Expansion or modification of the Water Rights and/or water facilities on the Property is subject to prior written approval of LRLT that such actions will not adversely affect the Conservation Values. Subject to these restrictions and all other terms of this Conservation Easement, Owner shall otherwise have all rights to use and enjoy the water resources on the Property as permitted under state and federal laws.

21. EXTINGUISHMENT. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Subsequent to any such termination or extinguishment, LRLT shall be entitled to a proportionate share of the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property, after the satisfaction of prior claims, based upon the percentage (determined as of the date of this Conservation Easement) of value that the Conservation Easement bears to the value of the unencumbered fee title. LRLT shall use all such proceeds in a manner consistent with the Conservation Purposes of this Conservation Easement.

22. AMENDMENT. If circumstances arise under which an amendment to or modification of this Conservation Easement might be appropriate, LRLT and Owner may by mutual written agreement jointly amend this Conservation Easement, provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of LRLT as a qualified holder under any applicable laws, including the IRS Code or Idaho statute. Any such amendment shall be consistent with the protection of the conservation and preservation of the Conservation Values of the Property and the Conservation Purposes of this Conservation Easement; shall not affect its perpetual duration; and shall not permit any private benefit to any person or entity without proportionate benefit to LRLT, in accordance with rules and regulations

governing 501(c) non-profit organizations and LRLT's internal policies and procedures. Any such amendment shall be recorded in the land records of Lemhi County, Idaho. Nothing in this paragraph shall require either party to agree to any amendment or to consult or negotiate regarding any amendment.

23. ENTIRE AGREEMENT. This Conservation Easement, together with the attached exhibits and schedules, if any, and any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Conservation Easement and supersedes all prior agreements and understandings of the parties.

24. EXHIBITS. The following exhibits are attached to and are incorporated into this Conservation Easement:

Attachment 1: Property Map;
Attachment 2: Permitted Uses of the Property; and
Attachment 3: Prohibited Uses of the Property

IN WITNESS WHEREOF, the parties have executed this Conservation Easement as of the Agreement Date.

OWNER:

ACCEPTED BY:

Frances B. Tonsmeire and Arthur C. Tonsmeire, acting as Trustees of the TONSMIRE REVOCABLE TRUST, an Idaho Trust

LRLT:

LEMHI REGIONAL LAND TRUST, an Idaho nonprofit corporation

By: Frances B. Tonsmeire
Frances B. Tonsmeire

By: Kristin Troy
Kristin Troy

Title: Trustee

Title: Executive Director

By: Arthur C. Tonsmeire III
Arthur C. Tonsmeire III

By: Thomas McFarland
Thomas McFarland

Title: Trustee

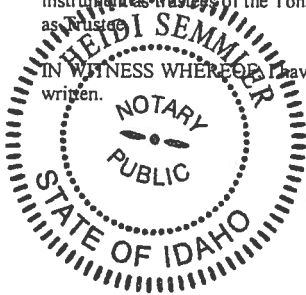
Title: Chairman of the Board

State of Idaho

County of Lemhi

On this 10th day of August, 2011, before me, a Notary Public in and for said state, personally appeared Frances B. Tonsmeire and Arthur C. Tonsmeire III known or identified to me to be the persons whose name is subscribed to the foregoing instrument as Trustees of the Tonsmeire Revocable Trust dated January 18, 1990, and acknowledged to me that they executed the same as Trustees.

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



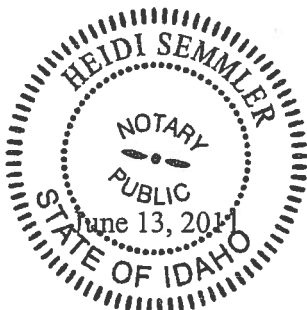
Heidi Semmler
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: May 19, 2015

State of Idaho

County of Lemhi

On this 10th day of August, 2011, before me, a Notary Public in and for said state, personally appeared Kristin Troy and Thomas McFarland known to me to be the Executive Director and Chairman of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, they executed the foregoing in said Corporation name.

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



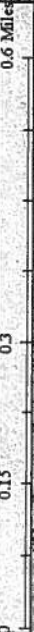
Heidi Semmler
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: May 19, 2015

Kenney Creek Ranch Property Map

- Kenney Creek Ranch
- Riparian Area
- Agricultural Area
- Ranching Area
- Farmstead and Reserved Bldg Areas
- Farmstead Area
- Building Area



This map is not a survey and must not be construed as one. The information imparted with this map is meant to assist the Lemhi Regional Land Trust in its efforts to clearly depict property boundaries, describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, and field mapping using G.P.S. and/or orthophotos.



Attachment 2
TO SPECIAL WARRANTY DEED
with Reservation of Conservation Easement
Lemhi River (Kenney Creek) Idaho

PERMITTED USES OF THE PROPERTY

The uses set forth in this **Attachment 2** detail specific activities that are permitted under the Conservation Easement. The uses set forth in this **Attachment 2** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this **Attachment 2** and, notwithstanding any provision of this Conservation Easement to the contrary, in no event shall any of the permitted uses of the Property (whether set forth in this **Attachment 2** or elsewhere in this Conservation Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Conservation Easement.

1. **RANCHING AND AGRICULTURAL ACTIVITIES.** As further defined below, within the Ranching Areas and Agricultural Areas designated on the Property Map, Owner may conduct farming, grazing, pasturing, and watering of livestock for commercial, personal, or habitat management purposes, and other activities reasonably incidental thereto ("Ranching and Agricultural Activities") solely as follows and in compliance with the terms and conditions of this Conservation Easement:

A. **Ranching Areas.** Those portions of the Property depicted on the Property Map as the "Ranching Areas" may be used for commercial grazing, pasturing, and watering of cattle, horses and other domestic livestock typically found in the geographical area of the Property. The Ranching Areas may not be converted to row crops. Uses within the Ranching Areas shall be: (i) conducted in a manner that maintains or improves, but does not impair or diminish, the conditions of the Property as documented in the Report; (ii) consistent with the accepted livestock management and agricultural practices in the general geographic area of the Property; and (iii) in compliance with all applicable laws, rules, and regulations; provided, however, that if Owner manages grazing in accordance with accepted practices for observable range condition, Owner shall not be determined to be in violation of this Conservation Easement despite diminution of range conditions attributable to drought.

B. **Agricultural Areas.** Those portions of the Property depicted on the Property Map as the "Agricultural Areas" may be used for beehives, planting, cultivating, growing and harvesting of alfalfa, grass hay, barley, oats and other similar crops provided such uses are conducted in a manner that (i) maintains or improves, but does not impair or diminish, the conditions of the Property as documented in the Report; (ii) is consistent with the accepted agricultural practices in the general geographic area of the Property; and (iii) is in compliance with all applicable laws, rules, and regulations.

C. Riparian Areas. Ranching Operations shall be permitted within the Riparian Areas designated on the Property Map but only in compliance with a Grazing Plan to be developed and agreed to by the parties as of the date of this Conservation Easement. The Grazing Plan shall be reviewed, at a minimum, every two years and modified if necessary to address ecological conditions. If the parties determine that no modifications are necessary, or if the parties cannot agree to modifications, then the last agreed upon Grazing Plan will remain in effect until the parties reach agreement on a new Grazing Plan. The Grazing Plan shall prescribe the season of use, class of livestock, numbers of livestock, vegetation utilization objectives, grazing use objectives, utilization measures, pasture rotation and resting schedule, monitoring schedule, and duration of Grazing Plan. The Grazing Plan shall include a map of the Property describing pastures, fences, water gaps, and any other improvements related to the Ranching Operations.

If fencing is constructed to limit livestock access to or within the Riparian Areas, Owner shall maintain fencing (including fencing installed by LRLT pursuant to Paragraph 3(F) of the Deed) necessary to keep livestock out of the Riparian Areas, regardless of whether or not the livestock are owned by the Owner, Owner's lessee or an adjoining public land permittee.

D. Water Rights. Owner may continue to use the Water Rights for Ranching Operations and Agricultural Operations and other historic uses as documented in the Easement Documentation Report, subject to the Water Management Agreement required under Attachment 2, Paragraph 7(a), Owner may make changes to the Water Rights that will benefit the Agricultural or Ranching Operations or that will preserve or enhance the Conservation Values upon prior written approval of LRLT that the Conservation Values will not be adversely affected.

E. Fertilizers, Pesticides, Herbicides, and other Biocides. Fertilizers, pesticides, herbicides, and other biocides associated with the Ranching Operations and Agricultural Operations, and in quantities consistent with such Ranching Operations and Agricultural Operations, are permitted, provided such use is in compliance with all applicable laws, rules, and regulations and manufacturers' label instructions. Further, herbicides may be applied on the Property for the control of non-native noxious weeds as required by Idaho law and in compliance with all applicable laws, rules, and regulations. Aerial spraying of any fertilizer, pesticide, herbicide or biocide is prohibited.

2. FARMSTEAD AREA AND RESERVED BUILDING AREA.

A. Farmstead Area.

i. *Existing Improvements.* Owner may occupy and use the 15-acre Farmstead Area identified on the Property Map and the existing improvements located therein for single-family occupancy by Owner and Owner's family and guests or Lessee or by a ranch hand and his or her family, other uses incidental to such single-family occupancy, and for the staging/storing of equipment associated with the Owner's rafting company. Owner may repair, replace and/or relocate existing structures anywhere within

the Farmstead Area without further permission from LRLT, provided that such activity is otherwise in compliance with the terms of this Conservation Easement. If owner intends to replace or enlarge an existing structure then Owner shall provide design plans with square footage amounts to LRLT 30 days prior to commencing construction on any structures.

ii. *New Construction.* Within the Farmstead Area, Owner may construct one new single family residence for single family occupancy, and up to two non-habitable structures, with a total aggregate square footage not to exceed 8,000 square feet footprint for all structures including Existing Improvements and not to exceed 35 feet in height. In order to monitor compliance with square footage, Owner shall provide design plans with square footage amounts to LRLT 30 days prior to commencing construction on any structure(s).

iii. *Orchards.* Owner may continue to operate the existing orchards in the Farmstead Area for produce sale to the public and may replace and add trees, provided the entire orchards and related operations do not extend beyond the Farmstead Area and do not involve on-site mechanized processing requiring additional infrastructure, utilities or water usage. If the orchards are ever removed, they may be re-established, subject to the restrictions of this paragraph and all other terms of this Conservation Easement.

B. Building Area.

i. *Two Alternative Building Areas.* The parties have marked two proposed 5-acre Building Areas ("BA") on the Property Map to allow for future development, marked BA 1 and BA 2. The parties agree that only one of these BAs may be selected. Whenever Owner selects the BA in which to build, that BA boundary shall be surveyed and marked by a licensed surveyor and the survey map provided to the LRLT to be appended to the Report. Once the BA has been selected then the other BA shall be extinguished by this Conservation Easement.

ii. *Permitted Development within the BA.* Within only one of the BAs, Owner may construct one single family residence and related outbuildings including storage sheds and a barn, not to exceed a total aggregate square footage of 8,000 square feet footprint for all structures and not to exceed 35 feet in height. In order to monitor compliance with square footage, Owner shall provide design plans with square footage amounts to the LRLT prior to commencing construction on any structure(s).

C. Bed and Breakfast. Owner may use one of the existing or future residential structures for a commercial bed and breakfast operation, subject to the square footage restrictions of the above Paragraph 2 and all other terms of this Conservation Easement Deed. No electric signs are allowed on the Property.

D. Gardens and Landscaping. The Owner may plow, disk, cultivate, plant, sow, irrigate, install, and maintain gardens, and landscaping in the Farmstead Area and Residential Area.

E. Fertilizers, Pesticides, Herbicides, and other Biocides. Fertilizers, pesticides, herbicides, and other biocides associated with the permitted residential activities or operation of the orchard within the Farmstead Area, and in quantities consistent with such permitted activities, are permitted in the Farmstead Area and Building Area, if in compliance with all applicable laws, rules, and regulations and manufacturers' label instructions, provided, however, aerial spraying is prohibited.

F. Utilities. Owner may construct, repair, or replace all necessary utilities required for single-family occupancy, including septic systems, leach fields, electrical and/or propane lines, and domestic water wells provided such utilities are located entirely within the Farmstead Area or Building Area or within existing road corridors. To the extent such construction is required to occur outside the Farmstead Area, Residential Area or existing road corridors, Owner shall obtain LRLT's review and written approval, not to be unreasonably withheld, before commencing construction activities. All leach fields and septic systems shall be located such that wetlands and streams are protected from seepage and runoff and shall comply with all applicable federal, state and local laws and regulations. If the cost of installing power lines underground are within 5% of the cost of above ground installation Owner shall install power lines underground.

3. COMMERCIAL USES.

A. Subject to all other terms of this Conservation Easement Deed, certain commercial uses are allowed including (i) continuation of the permitted Ranching Operations and Agricultural Operations; (ii) the bed and breakfast operation described in Paragraph 2.C. of this Exhibit C; and (iii) such commercial activities that are conducted in a manner consistent with Section 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto, are consistent with the Conservation Purposes, do not materially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following commercial uses are allowed, subject to all other terms of this Conservation Easement Deed: (a) processing or sale of farm or ranch products grown or raised on the Property, provided that there shall be no commercial slaughtering and/or processing of animals and no processing of other products that may involve expansion of roads, utilities, or water usage; (b) occupations conducted entirely within the existing residences; and (c) customary rural enterprises, such as farm machinery repair, and livestock veterinary services, provided that such enterprises are primarily conducted within the Farmstead Areas or Relocated Farmstead Area and do not involve expansion of roads, utilities or water usage.

B. COMMERCIAL RECREATIONAL ACTIVITIES. The Property may be used for commercial recreational and educational activities including fishing, hunting, cross-country skiing, horseback riding, wildlife and bird watching, and hiking; provided there shall be no fee-based overnight camping permitted. Overnight camping associated

with Owner's outfitting business is permitted on the Property including the Riparian Zone with no more than 15 people at any one time. Fee-based passive recreation and fishing shall be limited to no more than 15 people per day. Fee-based hunting shall be limited to no more than five people per day. All recreational activities must be undertaken in compliance with all applicable laws and regulations. Fee-based trapping is not permitted. Recreational use must avoid identified anadromous fish spawning redds from the beginning of spawning through fry emergence (generally mid-August through February). Owner shall not use the LRLT's name or logo in printed or electronic materials or any other media, including but not limited to, the internet, in connection with any commercial operations.

4. MAINTENANCE, REPAIR AND REPLACEMENT.

A. Agricultural, Non-residential Improvements and Facilities. Owner may maintain, repair, and replace farming, ranching and non-residential improvements, including irrigation ditches, that exist on the Property, including those within the Riparian Areas, as of the date of this Conservation Easement in the same location and to the same or more efficient design specifications. Owner may maintain, repair, relocate, and/or replace Secondary irrigation ditches used to deliver irrigation water to areas where Ranching and Agricultural Operations currently occur. Fences that exist on the Property as of the date of this Conservation Easement may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock without any further permission of LRLT, provided that such new fencing should be designed to facilitate passage of wildlife species. Notwithstanding perimeter fencing, fence design should incorporate the following specifications unless the Parties agree to other fence design specifications: the bottom wire will be smooth and a minimum of 16" from the ground to allow for the passage of antelope and fawn deer. Spacing between the top two wires will be 12" to reduce instances of entanglement. If practical use a top wood rail instead of barbed wire. No woven wire should be used in the construction of new fencing. In areas where leks are present improve visibility of wires by using reflective tagging.

B. Roads. The construction, reconstruction, or replacement of any roads is prohibited, except as set forth in the remainder of this Paragraph 4(B). Owner may maintain roads that exist on the Property as of the date of this Conservation Easement at the levels of improvement for each that exist as of the date of this Conservation Easement. The construction, reconstruction, or replacement of any roads not identified in the Report is otherwise prohibited. Owner may construct and maintain new roads on the Property, provided that: (1) such new roads and trails shall be reasonably necessary for the permitted Ranching Operations or Agricultural Operations; (2) such new roads, if constructed on the Property, shall be reasonably necessary to access the permitted Building Area (including access by emergency vehicles in a manner required by any law, rule or regulation as a condition to permits or approvals related to construction permitted on the Property under the terms of this Conservation Easement); (3) Owner shall have obtained LRLT's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new roads; and (4) no roads may be constructed within the Riparian Areas.

C. Trails. The Owner may maintain trails (including two-track trails) that exist on the Property as of the date of this Conservation Easement at the levels of improvement for each that exist as of the date of this Conservation Easement, or at the level of improvement approved in the initial Report by the LRLT. Unless otherwise approved by the LRLT, construction and maintenance of new trails are allowed subject to the following conditions: (i) any new trails shall be located as to minimize erosion and shall not harm, destroy, or otherwise adversely affect the Conservation Values protected under this Easement; (ii) trail tread may not exceed four (4) feet in width; (iii) trail construction shall circumvent all vegetation four inches Diameter Breast Height or larger; (iv) trails shall be left in the natural state with no excavation or hardening except to place small wooden bridges over wet areas which shall be removed if trail use is discontinued; and (v) Owner shall have obtained the LRLT's prior written approval, either as part of the initial Report or prior to construction, which approval shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new trails. The construction, reconstruction, or replacement of any trails is otherwise prohibited.

5. FISHING AND HUNTING. The Property may be used for non-commercial hunting and fishing; trapping of beavers within the Riparian Area is prohibited except where beaver activity interferes with the Owner's Water Rights and/or water facilities. All hunting and fishing activities shall be conducted in compliance with all applicable laws, rules, and regulations; provided, however, that commercial fish farms are prohibited; likewise, stocking ponds on the Property with fish is prohibited unless authorized by the Idaho Department of Fish and Game. In addition, in controlling predatory and problem animals the Owner shall comply with all applicable laws and, shall be limited in their effectiveness to animals that have caused damage to livestock and other property.

6. PASSIVE RECREATIONAL USES. Owner may conduct passive recreational activities on the Property, including, but not limited to, bird watching, hiking, horseback riding, bicycling, overnight camping and picnicking. Under no circumstances shall golf courses or ranges, commercial airstrips or helicopter pads, motocross tracks, or any other recreational activity inconsistent with the Conservation Values be permitted on the Property.

7. RESTORATION AND WATER CONSERVATION ACTIVITIES.

A. Water Management Agreement. An integral part of this Conservation Easement is restoration and enhancement of habitat for migrating resident and anadromous fish in the Lemhi River and Kenney Creek. In order to maintain and improve migration of Chinook salmon and Steelhead trout from the Lemhi River into Kenney Creek for spawning and rearing, The Owner agrees to maintain a minimum flow of four (4) cubic feet per second in Kenney Creek. To that end, Owner and the LRLT have entered into a Water Management Agreement that will govern water management practices on the Property. The Water Management Agreement shall be reviewed, at a minimum, every year and modified if necessary to address agreed upon minimum flow of four (4) cubic feet per second in Kenney Creek. If the parties determine that no

modifications are necessary, or if the parties cannot agree to modifications, then the then existing Water Management Agreement will remain in effect until the parties reach agreement on a new Water Management Agreement. The Water Management Agreement shall be renewed according to the terms of the then existing water management agreement. Water conservation practices and other related water conservation activities, including installation of facilities, implemented under this Conservation Easement and the Water Management Agreement shall not be modified, nor any facilities removed, except upon prior written approval of the LRLT, which approval shall not be unreasonably withheld, delayed, or conditioned.

B. Other Enhancement Activities. Owner may conduct other native vegetation and waterway enhancement and restoration activities on the Property to enhance the Conservation Values pursuant to a management or restoration plan, provided that Owner shall have obtained the LRLT's prior written approval.

C. Ponds. Provided Owner obtains any required government approvals or permits, Owner may construct a new pond and enhance the existing pond in the location shown on the Property Map for purposes of improving wildlife habitat and further provided such pond shall not prevent recharge to the Lemhi River or Kenney Creek or associated wetlands or cause overflow into the Lemhi River. Owner shall provide the LRLT design plans for construction of the new pond and/or enhancement of existing pond and shall have received written approval from LRLT, which shall not be unreasonably withheld, prior to commencing construction.

8. SIGNS. The Owner may erect a reasonable number of signs or other appropriate markers not to exceed dimensions of four feet (4') by eight feet (8') in a prominent location on the Property, visible from a public road, which identify farming, ranching or open space activities on the Property and/or which state that no trespassing or no hunting is allowed on the Property.

9. QUESTIONABLE ACTIVITIES. If any question exists regarding whether historic, current, or new practices or activities are permitted or would be inconsistent with the Conservation Purposes or would diminish or impair the Conservation Values, the Owner shall notify LRLT in writing and obtain LRLT's written approval, not to be unreasonably withheld, prior to engaging in such practices or activities.

Attachment 3
TO SPECIAL WARRANTY DEED
with Reservation of Conservation Easement
Lemhi River (Kenney Creek) Idaho

PROHIBITED USES OF THE PROPERTY

Though not an exhaustive list of prohibited uses, none of the uses described below shall be made of the Property. The following are set forth both to list specific prohibited activities on the Property and to provide guidance in determining whether or not other activities are inconsistent with the Conservation Purposes.

1. **NO SUBDIVISION.** The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Agreement Date, the Property might be composed of separate legal parcels, the terms and conditions of this Conservation Easement shall apply to the Property as a whole, and the Property shall not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Owner nor the Owner's personal representative, heirs, successors, or assigns shall sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Agreement Date shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Conservation Easement as applied to the Property as a whole. Notwithstanding the remainder of this Paragraph 1, ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any applicable laws, but no owner of an undivided interest in the Property shall have the right of exclusive occupancy or exclusive use of any separate portion of the Property, or any right to have the Property partitioned in kind, whether pursuant to Idaho statute or otherwise.

2. **COMMERCIAL USES.** The establishment of any commercial or industrial uses on the Property, other than the continuation of the permitted Ranching Operations, Agricultural Operations, Commercial Recreational activities, orchards, and Bed and Breakfast described in Attachment 2, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (a) the establishment or maintenance of any commercial feedlots, which are defined as any area bounded by permanent fence or walls where domestic livestock are grouped together for intensive feeding for an extended period of time; (b) the planting and cultivation of commercial orchards, except within the Farmstead Area as allowed in Paragraph 2 of Attachment 2; (c) the establishment or maintenance of any dairies; (e) the establishment of any apartment buildings or other multi-family dwellings; (g) ranching or farming of naturalized native animal species, or animals for purposes of fur production; and (h) game farming or fish farms.

The above prohibition is not intended to disallow a home office within the residences located on the Property as long as the business conducted out of that home office does not involve any of the above prohibited non-agricultural, non-ranching commercial uses.

Notwithstanding the above prohibition, upon prior written request from the Owner, LRLT may permit certain other activities which may be interpreted as commercial, but which are determined by LRLT (a) to be consistent with the Conservation Purposes of this Conservation Easement; (b) not to adversely impact the Conservation Values; and (c) not to require or result in additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Easement.

3. NO USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as expressly permitted by the terms of Attachment 2 of this Conservation Easement, the exercise of any development rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, golf courses, camping accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines.

Except as expressly permitted by the terms of Attachment 2 of this Conservation Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property; provided, however, that, with prior written permission of LRLT, this Paragraph 3 shall not preclude such transfer of development rights resulting from the destruction or demolition of any new or existing residential or agricultural buildings on the Property.

4. NO NATURAL RESOURCE DEVELOPMENT. The exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. The Owner shall not grant any rights to any minerals, oil, gas, or hydrocarbons, including exploration or extraction rights in or to the Property, and the Owner shall not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property. Owner may extract minimal amounts of sand and gravel found on the Property for agricultural and farmstead maintenance and repair purposes on the Property.

5. NO HAZARDOUS MATERIALS. The use, dumping, storage, release, or other disposal of non-compostable refuse, sewer sludge, or toxic or Hazardous Materials or agrichemicals is prohibited, except use and storage of reasonable amounts for the allowed uses described in Attachment 2.

6. NO ALTERATION OF NATURAL WATER COURSES; NO DEGRADATION OF WATER QUALITY. The manipulation or alteration of any natural water course, wetland, streambank, shoreline, vernal pool or body of water is prohibited, except for use of the Water Rights. Expansion or modification of water rights and/or water facilities is prohibited except upon prior written approval of LRLT that such modifications will not adversely affect the Conservation Values. Activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters, except as expressly permitted under Paragraph 1.D. of the Conservation Easement and/or **Attachment 2** thereto, are prohibited.
7. VEHICLES. The use of any motorized vehicles, except snowmobiles, off existing roads and trails is prohibited, except as reasonably necessary to the Ranching Operations or Agricultural Operations. Off-road use of snowmobiles is permitted as necessary for Ranching Operations and Agricultural Operations and also for Owner's personal recreation.
8. NO PLOWING, DISKING, ALTERATION OF TOPOGRAPHY. The plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any change in the topography of the Property through the placement on the Property of soils, land fill, dredging spoils, or other materials, or any other conversion or disturbance of the Property is prohibited, except as allowed under the provisions of Attachment 2 in connection with: (i) Ranching Operations and Agricultural Operations; (ii) uses limited to the Farmstead and Residential Areas; (iii) repair, maintenance, and grading of existing roads and trails; or (iv) pursuant to an approved restoration or management plan for wetlands or native plant restoration and enhancement activities as outlined in **Attachment 2**.
9. INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is or becomes inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited.
10. NO JUNK YARDS. Storage of inoperable automobiles, machinery, equipment, trucks, and similar items for purposes of sale, or rental of space for storage of such items, is prohibited on the Property. Owner may store Owner's inoperable machinery or vehicles, scrap metal and lumber to be used solely as parts or material resource, provided such items and materials are stored within an area not exceeding 0.25 acres within the Farmstead Areas, and provided that all machinery and vehicles are drained of all fluids.
11. NO DESTRUCTION OF NATIVE VEGETATION. Except as reasonably necessary to the activities allowed in **Attachment 2**, the removal, cutting or destruction of native vegetation is prohibited. Owner may collect firewood from dead and downed trees for personal use.
12. LRLT'S TRADEMARK. Owner shall not use LRLT's printed name and/or logo in any manner except upon prior written approval of LRLT, which may be denied in its sole discretion.

13. NO INTRODUCTION OF NON NATIVE PLANT OR ANIMAL SPECIES. The intentional seeding, planting, or introduction of non-native plant species is prohibited except within the Farmstead Area and Building Area. The introduction of non-native animal species is also prohibited, except for livestock permitted as part of the Ranching Operations, and domesticated animals and pets.