HOWARD PRESERVE MANAGEMENT



Bellevue
Idaho

WOOD RIVER LAND TRUST

Friends Of The Howard Preserve

Managing Partner Approved:

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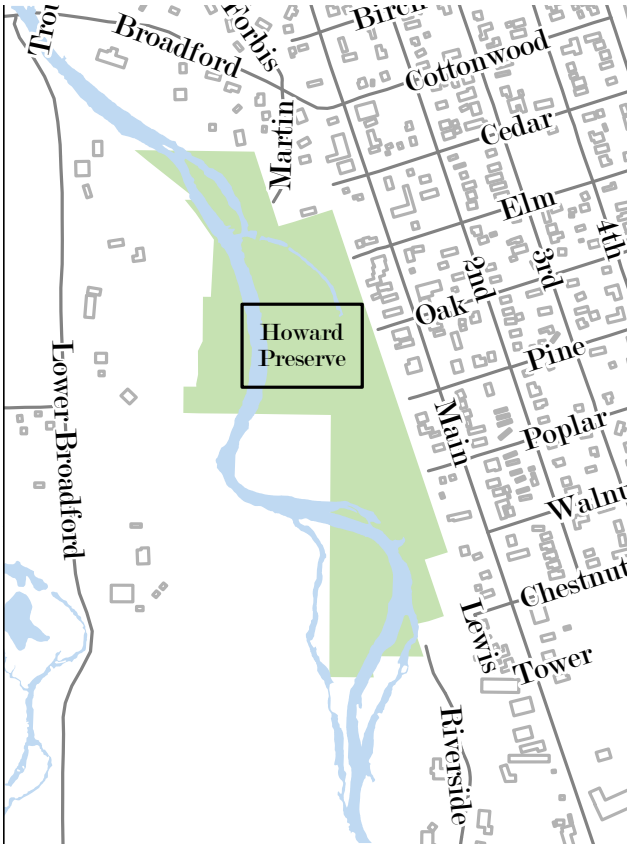
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Goals, Objectives, and Responsibilities

1.1 Preserve Values

1. Native Plants and Wildlife
2. Healthy riparian system
3. Natural aesthetic qualities
4. Public access and enjoyment
5. Historical features
6. Educational opportunities related to natural spaces

1.2 Preserve Goals



The 37.4- acre Howard Preserve is the largest tract of open space in the City of Bellevue and exists to protect the natural floodplain ecosystem around the Big Wood River while providing reasonable public access. Cooperative management of the Howard Preserve, as well as the Conservation Easement on the property (Exhibit F: Conservation Easement), will ensure that the values of the native landscape are protected in perpetuity.

This Management Plan will serve as a guiding document for managing and protecting the Howard Preserve. The Conservation Easement is a perpetual legal document, which is not open to modification except through legal amendment.

The Managing Partners intend to review and update this plan at least every five (5) years, but more often if necessary. Failure to update the plan within that timeframe will not negate the validity of the document. Furthermore, the Manager Partners intend to communicate regularly regarding ongoing management decisions. Consensus will be sought on decisions whenever possible, but in the event of disagreement between the Managing Partners, all Partners will have an opportunity to present to the Common Council, who will be the deciding body.

The Managing Partners will present to the Common Council annually and update the plan if needed at that time.



1.3 Management Objectives

1. Protect the natural floodplain ecosystem including plants and wildlife
2. Ensure that the public can safely and comfortably access and experience the Preserve
3. Comply with the terms of the Conservation Easement
4. Maintain water quality in the Big Wood River
5. Protect the riparian habitat
6. Maintain tranquility and natural beauty of the preserve
7. Control noxious weeds and invasive species
8. Maintain compliance with City ordinances, including floodplain regulations
9. Respect surrounding private property
10. Respect Irrigation District infrastructure within the Preserve
11. Prevent negative impacts on the irrigation districts' right of way
12. Comply with Idaho Department of Environmental Quality (DEQ) requirements



1.4 Managing Partners & General Responsibilities

Management activities and public activities will be reviewed by and overseen by the following cooperating groups:

City of Bellevue (the "City")

The City of Bellevue was founded in 1883 under a charter from the Idaho Territorial Legislature. Since then, Bellevue has grown to a population of around 3,000 citizens. The City is the last government in Idaho operating under a charter and is a full-service government, providing fire, Marshal, water, sewer, parks, planning and building services, and other services to the residents and businesses of Bellevue.

Responsibilities of the City for the Howard Preserve include:

1. Maintenance of improvements, such as the canal bridge, facilities shelter, interpretive signage, and entrance gates;
2. Providing basic services, such as collection of trash from approved receptacles and the seasonal portable toilet;
3. Trail clearing and maintenance;
4. Providing staff and equipment for management activities when practical;
5. Removing snow from designated parking area(s);
6. Enforcing posted regulations;
7. Inspecting the Brownfield site annually, and reporting to DEQ if disturbance occurs;
8. Maintaining compliance with the Conservation Easement on the property.

Friends of the Howard Preserve (the "FHP" or the "Friends")

The FHP is a volunteer advocacy group formed in 2005 to ensure that public access and the conservation values of the Preserve are sustained for perpetuity. The prioritized values of the group include protecting native plants and wildlife, a healthy riparian system, aesthetic qualities, historical features, educational opportunities, public access to the Big Wood River, respect for private property, City Ordinances, and the Idaho District 45 canal right-of-way.

Responsibilities of the Friends of the Howard Preserve include:

1. Advocating for the conservation values
2. Participating in ongoing maintenance as volunteers
3. Recommending projects and improvements
4. Advise on educational opportunities, including fixed infrastructure such as interpretive signage.

Wood River Land Trust ("WRLT")

The Wood River Land Trust mission includes to "protect and sustain the treasured landscapes and life-giving waters of the Wood River Valley and inspire love for this special place for generations to come." In addition to owning 17 properties in fee title, WRLT holds conservation easements on nearly 47 properties in south central Idaho. Conservation easements allow for separate ownership and management of land that is subject to conservation restrictions which benefit the public. WRLT was involved in the acquisition of the Howard Preserve, the expansion of the project, and is the holder of the conservation easement which encumbers the property.

Responsibilities of the Wood River Land Trust on the Howard Preserve include:

1. Monitoring and enforcing the Conservation Easement;
2. Management of noxious and invasive weed control efforts, in conjunction with plans adopted by the managing partners;
3. Facilitation for workdays;
4. Support for ongoing stewardship, including trail maintenance.

Other management entities:

1. Federal Emergency Management Agency (FEMA)
2. Idaho Department of Environmental Quality (DEQ)
3. Idaho Department of Water Resources (IDWR)
4. Flood Control District #9
5. Idaho Department of Fish and Game (IDFG)
6. Army Corps of Engineers (ACOE)
7. Board of Control (Irrigation Districts)*

*The Managing Partners will cooperate with the Irrigation Districts which utilize and maintain the headgate and irrigation canal that runs through the Preserve. As of the writing of this document, those districts include Wood River Valley Irrigation District 45 and Triangle Irrigation District. (Collectively the "Irrigation Districts" which are managed jointly by a Board of Control).



1.5. Identified Ongoing & Future Management Priorities

1. Maintain effective communication between managing partners, including annual partner meetings;
2. Continue annual volunteer workdays on the Preserve, focusing on trail improvements, trash reduction, and noxious and invasive weed control;
3. Improve the management of Preserve entrances, including the enforcement of parking areas;
4. Promote, encourage, and cooperate on restoration projects in the Preserve;
5. Discourage dumping and other activities not consistent with the conservation easement or preservation of a quality natural environment;
6. Develop winter usage policies and a winter trail system.

1.6. Identified Future Capital Projects

Short Term:

1. Improve Preserve entrances with amenities such as suitable interpretive signage, usage rules, and bicycle parking;
2. Place a gate or other type of entryway at the Martin Lane entrance that accommodates pedestrian access as well as City maintenance vehicles, but restricts vehicular access within the Preserve;
3. Upgrade and beautify the Elm Street access to the Preserve including the entryway, alley paving, trash enclosures, and drainage improvements;
4. Revegetate all disturbed areas;
5. Prevent light pollution;
6. Develop emergency management policies for the Preserve and integrate into Blaine County Emergency Operations Plan

Long Term:

1. Move the City Public Works Shop and associated equipment to a more appropriate location;
2. Respond to opportunities that arise for the potential acquisition of additional parcels of conservation value and/or relevance to the Preserve;
3. Explore options for expanding Preserve connectivity, including through new pathways and additional means for crossing the canal and/or river;
4. Explore ways to expand the Preserve's contribution to the physical, mental, and economic health of the community;
5. Relocate snow disposal and storage to a location that does not impact the Preserve;
6. Explore options for additional pedestrian access and parking at the southern end of the Preserve in coordination with the Blaine County Board of Commissioners and Levy Advisory Board;

Preserve History

2.1 Historical Outlook

Water resources were an important part of Idaho's— and Bellevue's— native, agricultural, and mining history. Bannock and Shoshone tribes routinely traveled between the Snake River and the Sawtooth Mountains. As evidence, a jasper knife with quartz intrusions was discovered during an archaeological survey in 2003.

Bellevue thrived in the 1880s from the success of the Minnie Moore and Queen of the Hills mines. It was chartered in 1883 by the Idaho Territorial Legislature to bring municipal law and order to the booming and sometimes unruly mining town. The area of the Howard Preserve was part of an 1890 annexation, called the Bellevue Addition, when the town was the seat of Logan County (1890-1895). Mayor Oliver Glenn was named grantee of the property by President Benjamin Harrison through the public lands act for "the several use and benefit of the occupants of the Townsite... of Bellevue."

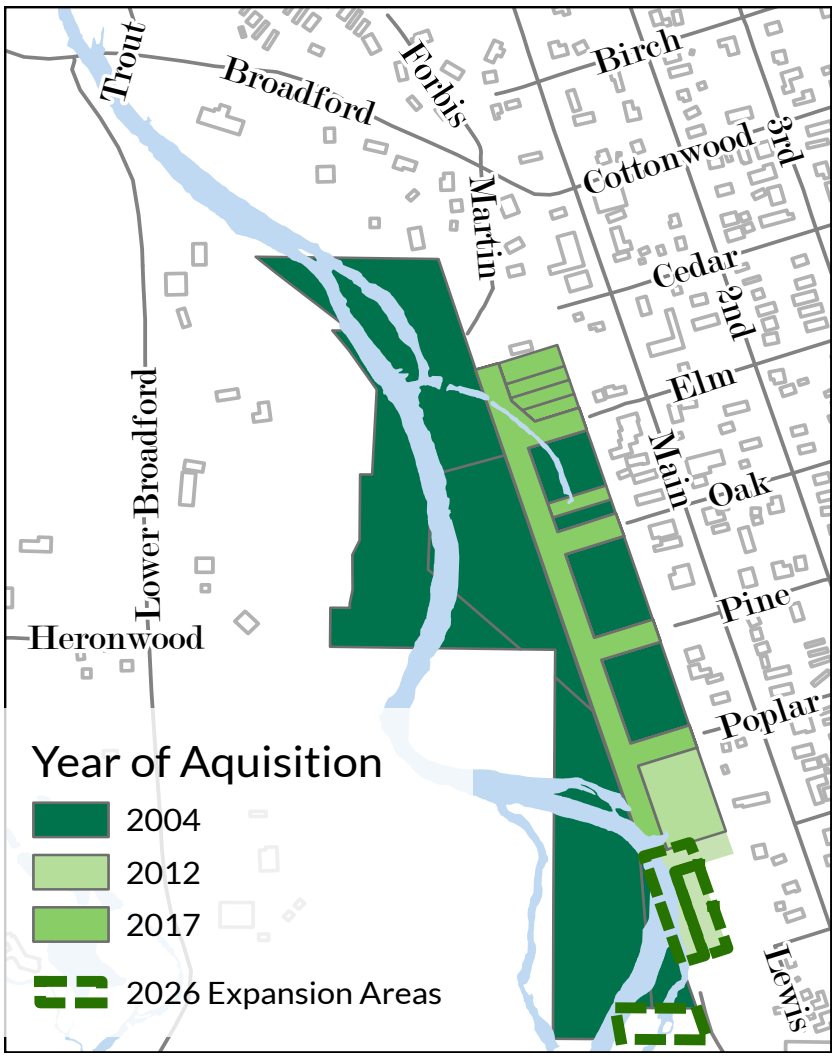
Chinese immigrants arrived in Idaho and the Wood River Valley in the 1880s to work in the surrounding mines and start businesses. Remnants of Chinese habitation have been unearthed in recent years in former encampment locations, including within the Preserve. Approximately 30 Chinese pioneers settled in small houses east of the pedestrian bridge that crosses the canal at the foot of Elm Street, and an 1890 Sanborn fire map references "Chinatown" and earth caves in the area. By the 1920's, most of Bellevue's Chinese inhabitants had been driven out of town.

An old city dump existed in the meadow southwest of the pedestrian bridge and was once accessed by an old canal bridge. Just north of the meadow is said to be the location of a house of ill-repute. Land adjacent to the north is the site of the original Bellevue City Park where townspeople socialized from the very earliest days.

The precursor to the current canal was identified in 1883 as the "Big Ditch" in minutes of the town's Common Council. In 1917 the Utah and Idaho Improvement Company built the existing canal. As of today, the canal is operated by the Board of Control for the Wood River Valley Irrigation District no. 45 and the Triangle Irrigation District.

2.2. Preserve Acquisition

In 1972, Lena and Ellis Howard and their son, J.B., purchased the original 12.57-acre property from Tinker and Ora Lee Disbennett. In March 2004, with the assistance of Wood River Land Trust, the City of Bellevue obtained the land from the Howard family to permanently protect this unique riverfront resource. The Howard Family, through the Howard Trust, sold this property to the City of Bellevue on February 17, 2004 at a price reduced to $250,000 from the appraised value of $475,000. The City of Bellevue held the title to the land while WRLT and FHP continued to actively manage the land. Funds to purchase the land and pay for improvements came primarily from a large grant from the federal Land and Water Conservation Fund (LWCF). The LWCF grant stipulated that the land "shall not be converted from public outdoor recreation use without the prior consent of the Idaho Department of Parks and Recreation, its successors and assigns, and the United States Department of the Interior, National Park Service, its successors and assigns." Additional funds were contributed by Idaho DEQ, The Conservation Fund – Greenway Award, and the Griffin Ranch in lieu Recreation Fund from Blaine County. Citizens to Protect the Bellevue Riverfront (now Friends of the Howard Preserve), additionally raised $40,000 at a fundraising event.



The City of Bellevue completed the following requirements per the Land and Water Conservation Fund grant:

1. Constructed an American Disabilities Act (ADA) approved bridge over and trail along the irrigation canal
2. Designed and installed signage and completed a final audit
3. Began an archeological exploration of the old dump site

In 2012, WRLT acquired two lots along Main Street and one lot near the southern end of the Preserve. The intention was to incorporate the lower 1.38-acre lot into the Preserve, and to leverage the Main Street lots for further conservation value. In 2014, WRLT and the City jointly applied to the Blaine County Land, Water & Wildlife Levy Program (LWWP) for funding assistance to purchase 0.984 acres near the northern end of the Preserve, owned by Mick Halverson. The WRLT Main Street lots were used as matching contribution for the grant request. In 2016, the application expanded to include 0.23 acres owned by Robert Gardner, which was an inholding within the eastern portion of the Preserve. The total grant request from the LWWP was for $174,600 to complete the purchase of the lots. The conditions for approval of the grant request included the vacation of the majority of unopened streets within the Preserve as well as a portion of Elm Street, the re-zoning of the Preserve as Recreation Green Belt, and that a Conservation Easement be established on the entire Preserve as well as the majority of the surrounding City-owned land. As part of the Preserve expansion, WRLT requested that the City also take ownership of the WRLT 1.38-acre lot, which they had acquired in 2012. The Conservation Easement, recorded on July 20th, 2017 as Instrument number 645094, protects the conservation values of the Preserve by restricting development and uses of the property that negatively impact those values. (See Exhibit F: Conservation Easement). The Wood River Land Trust is currently under contract to purchase an additional 0.55 acre parcel at the southern end of the property, making a complete north/south connection between Martin Lane and Riverside Drive.

Natural Resources

3.1 Fish and Wildlife

The Big Wood River supports a complex aquatic community comprised of many species of invertebrates and fishes. Fish populations include game fish such as rainbow trout, brown trout, brook trout, cutthroat trout, and mountain whitefish as well as non-game species such as speckled dace, bridgelip sucker, and Wood River sculpin, which is listed by the State of Idaho's Comprehensive Wildlife Conservation Strategy as a "Species of Greatest Conservation Need." Wood River sculpin are endemic to the Wood River drainage, and the United States Forest Service and BLM classify the Wood River sculpin as a "Sensitive" species, while it is classified by the Idaho Department of Fish and Game (IDFG) as a 'Species of Concern." Wildlife reported on the Preserve include mule deer, elk, moose, bobcat, black bear, cougar, long-tail weasel, fox, coyote, mink, fox squirrel, shrew, vole, mice, and many species of birds including red tail hawk, turkey vulture, neo-tropical songbirds, and Bald eagles. Additionally, WRLT conducts annual breeding bird surveys. During the 2026 survey, 32 different species were observed.



3.2 Vegetation and Water Resources

The Howard Preserve sits along the low-lying edges of the Big Wood River and is primarily comprised of riparian vegetation and is dependent upon periodic innundations of floodwaters to maintain the habitat and ecosystem.is primarily within the 100-yr flood zone designated by the Federal Emergency Management Agency (FEMA.) This floodplain habitat contains valuable riparian habitat and has been identified as "Idaho Priority Wetlands". Undeveloped land in the floodplain helps keep local water sup-

plies clean, assists with groundwater recharge, assists with flood control and provides valuable wildlife habitat for deer, elk, birds and other species.

The riparian area features black cottonwoods, willows, red osier dogwood and other plants typical of a cottonwood gallery forest, such as Wood's rose, serviceberry, morel, western black currant, cow parsnip, mountain alder, snowberry, Nebraska sedge, horsetail, chokecherry, and wild onion. (See Exhibit D: Plant Survey for a complete plant list.) This floodplain habitat supports numerous species of birds and mammals, including permanent and migratory residents. Forest trees (living, decaying, & dead) provide critical shelter and nesting & foraging sites for a variety of bird and mammal species, such as woodpeckers, owls, songbirds, mustelids, and bats.

There have been extensive efforts to control noxious and invasive weeds on the Howard Preserve, including annual volunteer weed pulling days, release of bio-control weevils for Dalmatian toadflax and knapweed, and discussion of controlled burning. Dalmatian toadflax and knapweed continue to be dominant noxious weeds. Other weedy species include bittersweet nightshade, common burdock, tansy, rush skeleton weed, and cheat grass.

3.3 Geology and Soils

Soil types underlying the Howard Preserve are: Balaam-Adamson-Riverwash, Balaam gravely-sandy loam and Riverwash . These soil types mainly consist of unstable loose sand, gravel and cobble, as well as a small percentage of contrasting inclusions of loam. The overall function of these soils is the drainage of the surrounding floodplain into the Big Wood River basin. A portion of the soils are a former dump site which was tested by DEQ and mitigated in 2010. The mitigation included the removal of 6-12 inches of topsoil within a 2,300 square feet area, the installation of an impermeable layer, and the import of clean topsoil. A buck and pole fence with warning signage was erected to prevent disturbance of the mitigated area.

Public Use

4.1 Public Access

Public access within the Preserve is intended to be for pedestrians and controlled, non-motorized, non-electric cycling. A bicycle rack is provided near the Martin Lane Parking Area, and others may be installed at other entrances in the future. Motorized vehicle use is prohibited in the preserve except by managing partners for maintenance or emergency access, or when authorized by managing entities.

4.2 Access Points

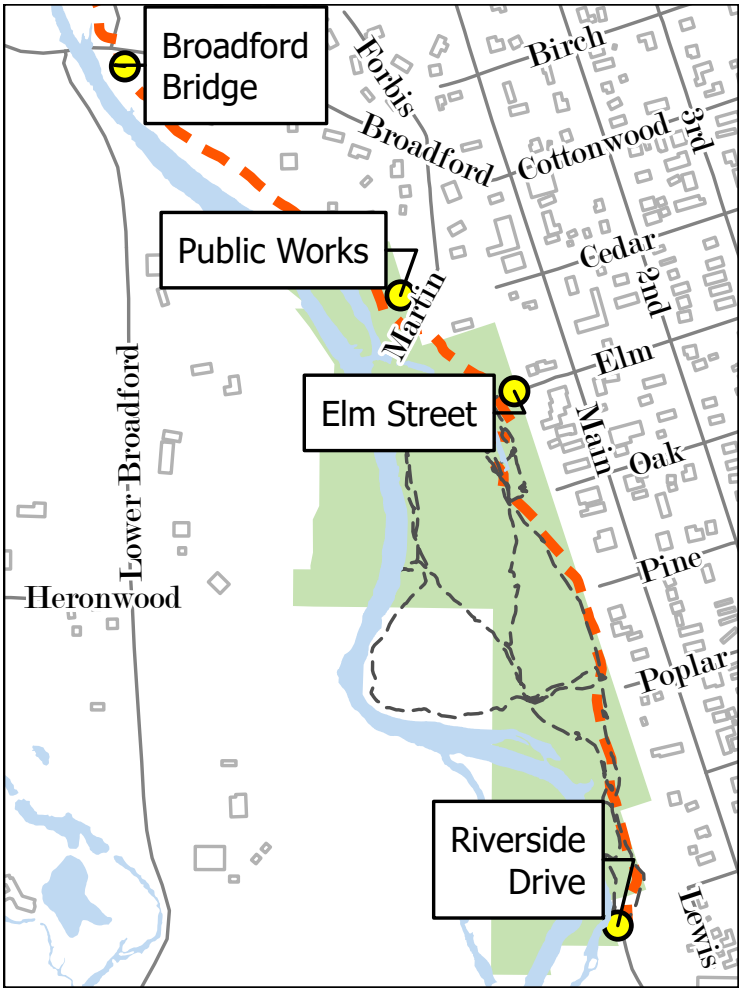
Parking areas include:

- Martin Lane Parking Area (ADA Accessible)
- Downtown Bellevue
- Riverside Drive, provided the travel lane and fire access are not blocked.

Pedestrian access points include:

- Elm Street west of Downtown Bellevue;
- A trail connecting from the Broadford Bridge to the Preserve via a public easement;
- Martin Lane Parking Area;
- Riverside Drive.

Bicycle racks should be installed at all pedestrian entrances in the future.



4.3 Use Regulations

Permitted and non-permitted uses are defined in Exhibit F: Conservation Easement. Language found in this Management Plan is intended to build upon the protections found in that document, and to support the conservation values while remaining flexible for changing future conditions.

Permitted Public Uses (per the Conservation Easement):

> *"...passive recreational activities that are non-commercial and non-motorized, such as hiking, fishing, cross-country skiing, wildlife observation, and photography, provided that such activities are conducted in a manner, frequency, and intensity that results in no adverse impact on the Conservation Values."*

Educational opportunities and other appropriate uses that do not impair the conservation values of the Preserve, as defined in the LWCF grant and Conservation Easement may also be allowed. Recreational uses not specified in the Conservation Easement or within this Management Plan will be evaluated by the Managing Partners, and WRLT will determine if they impair the Conservation Values protected by the Conservation Easement.

4.3.1 Customary Public Use

Permissible regular public access at the Howard Preserve currently allows for passive activities such as hiking, bird watching, fishing, cross country skiing, photography, and snowshoeing.

Prohibited and restricted activities include:

- Fireworks and fires are prohibited;
- Noise (e.g. amplified sound or music) is restricted so as not to disturb wildlife, visitors, or nearby residents;
- Camping is prohibited;
- Hunting is not allowed within City limits, including within the Preserve;
- Public use shall not interfere with the operations of the irrigation canal. Unauthorized access to improvements such as the head gate is considered trespassing;
- Removal or pruning of vegetation other than invasive nor noxious weeds is prohibited.
- Hours will be dawn to dusk. Nighttime use is prohibited to prevent public injury and disturbance to wildlife and vegetation. Occasional educational programs such as organized stargazing may be considered with approval of all management partners.
- Dogs should be leashed in accordance with Bellevue City Code Section 5-3-3-3.
- Cyclists should yield to pedestrians.



4.3.2. Organized Activities

Organized activities will comply with Management Goals and Objectives. Commercial and private events are prohibited with the following exceptions:

1. The Managing Partners reserve the right to authorize tours or educational programs that focus on the conservation values of the Howard Preserve such as stream ecology, plant identification, and geology.
2. The Managing Partners reserve the right to jointly hold one annual picnic and one fundraising event per year with all fundraising profits going toward Howard Preserve maintenance under the following conditions:
   a. Motorized vehicle access is prohibited;
   b. The Preserve must remain open to normal public use during or in preparation for an organized event;
   c. Notification and review of application for above events should take place 30-60 days prior to the public event to allow managing partners and Irrigation District to make recommendations for approval;
   d. No fires may occur without a permit from Bellevue Fire Department;
   e. All trash, equipment and other items must be removed within 48 hours;
   f. Noise (i.e. amplified sound) is prohibited;
   g. Alcohol is prohibited unless authorized by the Managing Partners.
   h. Attendance is limited to 250 guests.

Improvements

5.1 Trails

A network of trails provides access through the riparian ecosystem and to the river, and a wide section of those trails follows the canal access drive. All trail surfaces are natural, either woodchip or soil, with the exception of the ADA pathway, which is compacted road mix.

5.2 Bridge

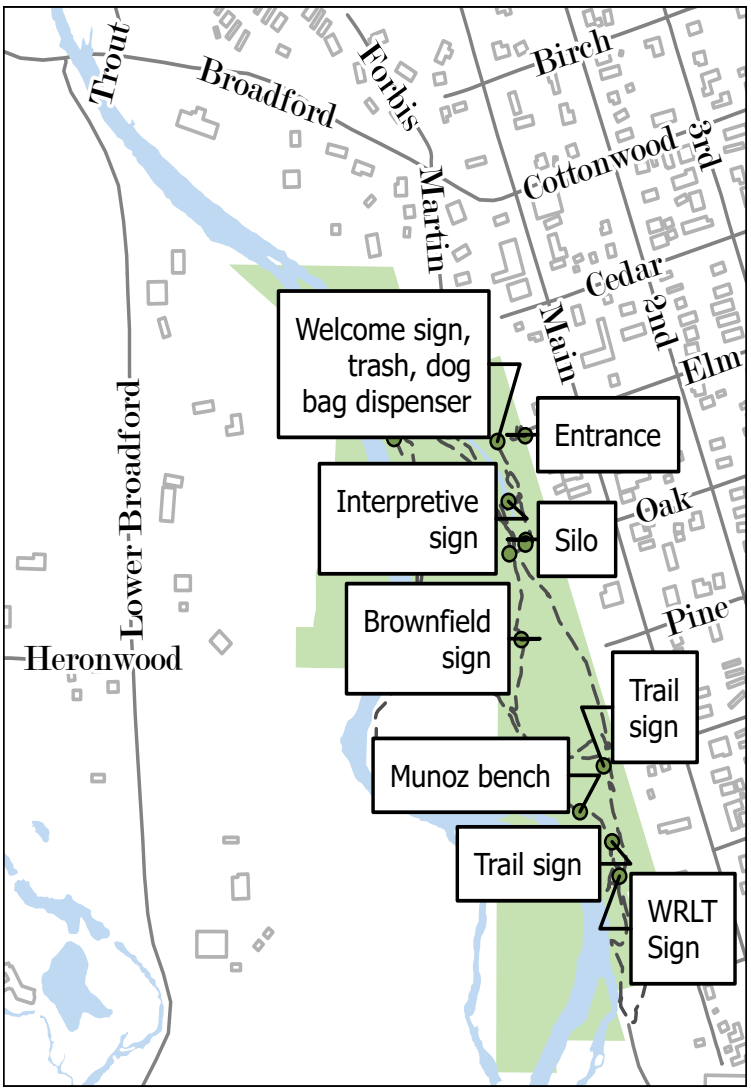
The bridge was constructed to allow for pedestrian access on lands west of the canal and to provide wheelchair/ADA access to the ADA-approved trail.

5.3 Signage

Signage is utilized to clearly delineate preserve entrances and trails, to provide interpretive services to important features, and to recognize contributions made by various entities towards the establishment and growth of the Preserve. Current interpretive signage exists on the east side of the pedestrian bridge. Additional signage may include interpretive displays and limited regulatory signs necessary to protect Preserve values and the public.

5.4 Irrigation Canal

Near the northern end of the Howard Preserve, a headgate diverts water from the Big Wood River into a canal, which is carried south through the Preserve and beyond to provide irrigation water to many agricultural properties in the Bellevue Triangle area. The water in the canal is allocated to many water right holders downstream, and is managed by a Board of Control. As of 2026, the two irrigation districts represented by the Board of Control include Wood River Valley Irrigation District no. 45 and the Triangle Irrigation District. The canal is approximately 25 feet wide for much of its length through the Preserve, and the associated Right of Way is as wide as is reasonably necessary to maintain it, per



Idaho statute. Presently, there is a two-track drive along the west side of the canal that provides access for maintenance equipment.

Under Idaho statutes, the canal managers have the right to maintain the canal and the Right of Way in order to ensure the delivery of water rights, and to protect the integrity of the Improvement. Maintenance tasks can include, but are not limited to, activities such as dredging deposited silt from within the canal, controlling noxious weeds and other undesirable vegetation along the banks, and removing trees and other vegetation from within Right of Way. These maintenance tasks are completed to maintain effective delivery of water through the system and to protect the canal from becoming structurally compromised. Accomplishing this routine and sometimes emergency maintenance often requires large equipment to utilize the Right of Way. As such, the Irrigation Districts have emphasized that the infrastructure associated with the irrigation Right of Way (the head gate and the canal) are not to be used or accessed by the public.

The Managing Partners of the Howard Preserve acknowledge the responsibilities that the Board of Control has to maintain the canal, as well as their rights to do so under Idaho statute. It is the intention of the Managing Partners to work cooperatively to allow for the effective delivery of water through the canal, while minimizing negative impacts to the conservation values of the Preserve whenever practical. The Managing Partners look forward to working with the Board of Control toward the mutual benefit of all parties.

5.5 Other Improvements

Currently, a small shed is located near the City Shop, west of Martin Lane, but on the Howard Preserve. An open-sided shelter is also located in this area to cover the portable toilet and trash can. A 20-foot wide unpaved access drive connects from the Elm Street gate and crosses the former Halverson parcels along the eastern boundary to the private property immediately north of the Preserve.

5.6 Non-permitted Improvements

To maintain Preserve values, permanent picnic tables, barbeques, playground equipment, labyrinths, natural structures, and memorials will not be allowed. Exceptions, such as public art and benches, are permitted only with approval of all management entities.

5.7 Future Improvements:

The Conservation Easement (Exhibit F) describes permitted and non-permitted improvements and alterations to the property, as well as the Notice and Approval process to implement such changes. Any new improvements on the Preserve also require the approval of the managing partners.

A Phase I Environmental Assessment conducted on the 1.2 acres added to the Preserve in 2017 (parcels RPB0000091004A, RPB00000910030, RPB0000091002A, RPB0000091001A, and RPB00000920020) did not provide assurances against potential contamination similar to that which was remediated on the Brownfields site on the west side of the irrigation canal. In light of this, no new improvements are permitted in that area unless a Phase II Environmental Assessment is conducted on those parcels, which finds that no Recognized Environmental Conditions are present.

The existing, informal recreation areas may be improved in the future with picnic tables, a vault toilet, dam safety infrastructure, bicycle racks and other components intended to encourage active use of the Preserve within small, identified areas.

Preserve Management

6.1 Vegetation Management

Removal or pruning of vegetation other than invasive nor noxious weeds is prohibited except:

1. For canal or city infrastructure maintenance;
2. By recommendation of the Managing Partners and in compliance with the Conservation Easement;
3. For typical trail maintenance;
4. Restoration projects, such as stream bank stabilization, utilizing the best available science;
5. Fire risk mitigation, utilizing the best available science.
6. Hazard tree mitigation when approved by an Arborist certified by the International Society of Arboriculture with a Tree Risk Assessment Qualification.
7. Where appropriate from a fire and user safety perspective, down trees should be left in place to decompose.

6.2 Brownfield Site Management

A portion of the Howard Preserve was used as an unregulated landfill prior to the 1960's. As a result of this DEQ provided a cost-free assessment of the area of the Preserve that was affected by this use. In July 2008, a Phase I Environmental Site Assessment was completed to identify potential environmental concerns. This was followed by a Phase II Environmental Site Assessment in September 2008, which identified lead contaminated surficial soils in limited areas that exceeded certain regulatory maximums.

Since the City was committed to maintaining the area as a nature preserve, eliminating the potential for residential or active recreation use exposure scenarios, a mitigation plan was crafted accordingly. DEQ recommended the removal of six inches of topsoil in the area of highest contamination levels (2,300 square feet), the placement of an impermeable barrier, and the capping of the site with clean topsoil. This mitigation work was completed in the fall of 2010, and a buck and pole fence with interpretive signage was erected to keep the public from disturbing the site. DEQ also recommended that the City place an Environmental Covenant on the site which the City did, and conduct monitoring (See Exhibit G: References: (a) Environmental Covenant and (b) Brownfields Operations and Management Plan)

Since the restoration work was completed in 2010, no disturbances of the site have been noted. Should annual monitoring identify concerns with disturbance of the site, the City will notify DEQ to determine the best course of action. As of this writing, the restoration of this site is considered complete, and the only management activities will include ongoing monitoring for disturbance.

6.3 Fire Management

Natural fire hazards exist on the Preserve due to the native vegetation in the area. This natural hazard may be exacerbated by human activities, including illegal campfires, the illegal use of fireworks, and fire hazards created by adjacent landowners. The priority of the Managing Partners is to protect the Preserve and adjacent landowners from fires originating from any source.

To prevent fires on the Preserve:

1. All City ordinances related to fires apply;
2. Fireworks and unauthorized fires are prohibited;
3. The City will utilize communications and prevention resources such as signage, patrols, and social media to prevent the use of fireworks and inform the community on defensible space and emergency preparedness.
4. Fuels mitigation projects, such as thinning or controlled burning must be reviewed by the Managing Partners and Bellevue Fire Chief, and appropriate permits must be received. Any controlled burn to reduce fire risk or restore native plant communities must be approved by the Bellevue Fire Chief. A burn plan must be submitted to City departments for review.

6.3 Weed Management

6.3.1 Goals

The floodplain ecosystem within the Howard Preserve contains both noxious and non-noxious weeds that threaten the native plant community. By definition, noxious weeds "...can directly or indirectly injure crops, other useful plants, livestock, or poultry or other interests of agriculture, including irrigation, or navigation, or the fish or wildlife resources of the United States or the public health" (Federal Noxious Weed Act, 1974; Public Law 93-629).

Annual efforts to control and decrease the influence of weeds have been and will continue among other stewardship activities. Since the establishment of the preserve, weed control efforts have combined mechanical, chemical, and biological control (biocontrol) methods. Moving forward, noxious weeds found on the Howard Preserve will be managed using a variety of control methods. Invasive weeds not considered noxious also degrade natural ecosystems and will be controlled

using similar methods. Weed control will be carried out by the Friends of the Howard Preserve, Wood River Land Trust, volunteers, and other partnering organizations as resources are available.

The Board of Control that manages the irrigation canal may also remove weeds and other vegetation within their right of way. To accomplish this, they employ various methods of control, which may include the use of herbicides. Acknowledging that this section of the canal is closely integrated with the Howard Preserve, the Managing Partners will encourage the Board of Control to minimize the use of herbicides whenever practical.

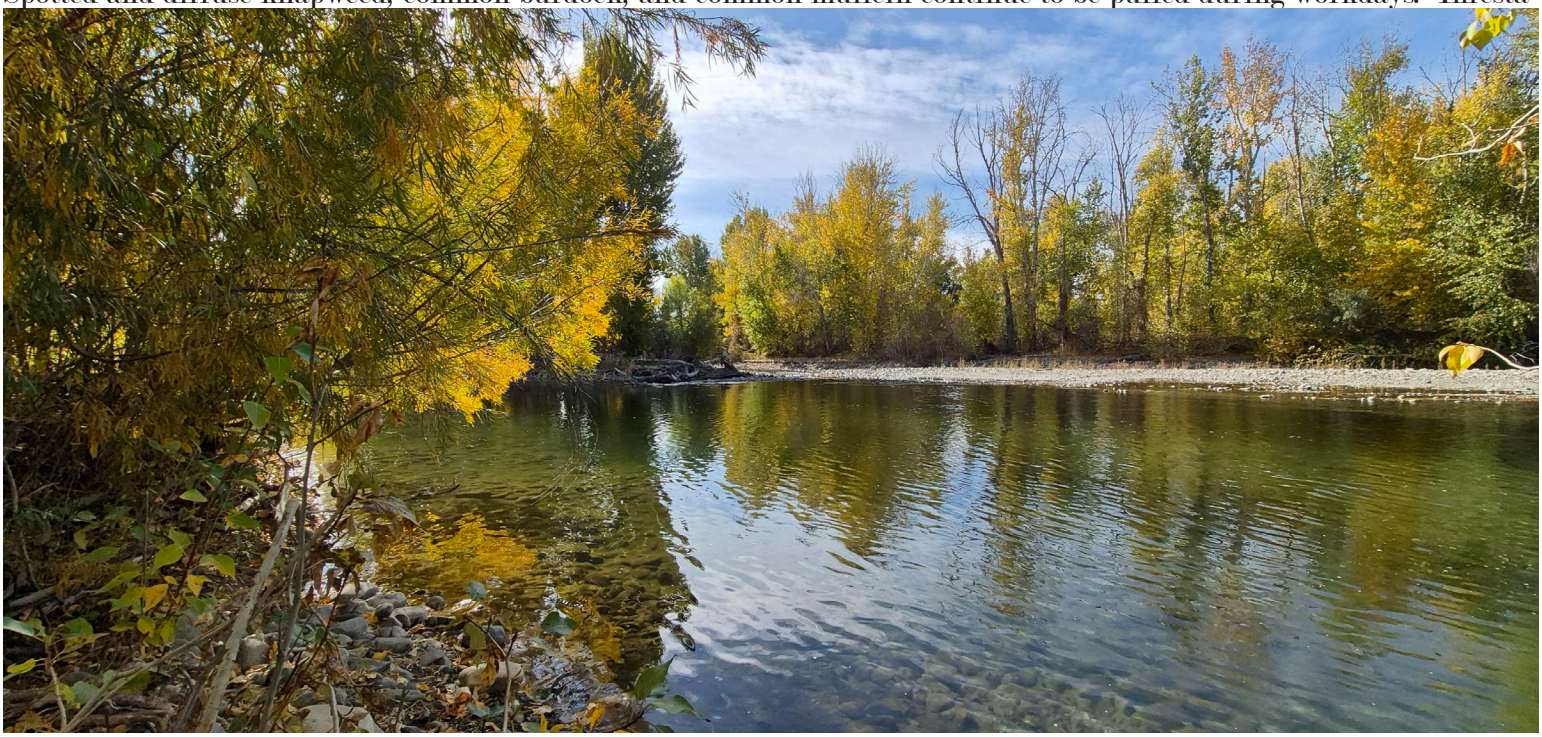
6.3.2 Objectives

1. Identify and locate noxious and invasive weeds on the Howard Preserve;
2. Use a combination of control methods to decrease abundance of weeds;
3. Monitor extent of weed coverage to evaluate control effectiveness;
4. Prevent new infestations by encouraging pedestrian use of trails and enhancing native vegetation.

6.3.3 Weed Control Summary

There are a number of species of noxious and invasive weeds that have been identified on various parts of the Howard Preserve. The Managing Partners have implemented several methods of control in the past with good success. Biocontrol releases have been carried out to combat Dalmatian toadflax and Spotted knapweed. Bio-control for Diffuse knapweed, Canada Thistle and Tansy Ragwort should be researched to ensure these methods are used if weed populations grow unwieldy for mechanical control. Multiple partnerships in planning, executing and monitoring bio-control will be explored. Infestations of Dalmatian toadflax have decreased significantly since control efforts began in 2005. Additionally, annual mechanical control has been implemented during workdays in areas where biocontrol agents were not applied or observed. Biocontrol releases were carried out again during 2014-2016, and were used as educational opportunities with local elementary students.

Spotted and diffuse knapweed, common burdock, and common mullein continue to be pulled during workdays. Infesta-



tions of Canada thistle have been minimal. Mechanical removal has proven effective, as it has been consistently applied on an annual basis. Herbicide applications have been minimal, and were conducted by WRLT in conjunction with the Blaine County Weed Control Department from 2012-2014.

Exhibit A: Preserve Map



Exhibit B: Legal Description

Exhibit B – Legal Description

The following properties are located in the Howard Preserve:

- Amended Lot 1A, Amended Lot 2A, Lot 3, Lot 4, and the South 1/2 of Lot 5, Block 91, Bellevue Townsite, Along with the adjacent Right of Way of Elm St and Martin Lane.
- Lots 1, 2, 3, 4, 5, & 6, Block 92, Bellevue Townsite, Along with the adjacent Right of Way of Elm St, Oak St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 93, Bellevue Townsite, Along with the adjacent Right of Way of Oak St, Pine St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 94, Bellevue Townsite, Along with the adjacent Right of Way of Pine St, Poplar St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 95, Bellevue Townsite, Along with the adjacent Right of Way of Poplar St, and the Unopened Street west of said Property.
- The Right of Way of the Unopened Street west of Blocks 96 and 97 beginning at the northern end of Walnut St and extending to a point being an extension across said Unopened Street of the southern line of Tax Lot 7832.
- A portion of Government Lots 3 and 7, Township 2 North, Range 18 East.
- TL 7831
- TL 7832

Exhibit C: Irrigation and Drainage Rights of Way

Exhibit C: Irrigation and Drainage Rights of Way

As stated, in part, within Idaho Statutes title 42. Irrigation and Drainage – Water Rights and Reclamation, Chapter 11. Rights of Way, Section 02.

Rights-of-way provided by this section are essential for the operations of the ditches, canals and conduits.

The right-of-way shall include, but is not limited to, the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining, and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonable adapted to that work.

The right-of-way also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it, but no greater width of land along the banks of the canal or ditch then is absolutely necessary for such deposits shall be occupied by the removed debris or other matter.

No person or entity shall cause or permit any encroachments onto the right-of-way, including public or private roads, utilities, fences, gates, pipelines, structures, or other construction or placement of objects, without the written permission of the owner of the right of way, in order to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

Encroachments of any kind placed in such right-of-way without express written permission of the owner of the right-of-way shall be removed at the expense of the person or entity causing or permitting such encroachment upon the request of the owner of the right-of-way; in the event that any such encroachments unreasonably or materially interfere with the use and enjoyment of the right-of-way.

Exhibit D: Plant Survey

WOOD RIVER LAND TRUST 21 DECEMBER 2004

HOWARD PROPERTY - BELLEVUE - 3 December 2005

Visited with Brittany, for a quick assessment of plant species in the weedy open meadow to be control burned next spring. Approximately 22 plant species were found, not all of which could be identified to species.

Abundant Aster sp., abundant tansy, abundant large plant in parsley family, probably a Ligustrum, abundant quack grass, Reed canary grass (Phalaris) abundant only in the lowest wettest swales. Other plant genera included: prickly lettuce, nettle, probably 2 species of willow, red-twig dogwood, perennial rye grass, downy brome, prairie or medicine sage, goat'sbeard, burdock, canada thistle, goldenrod, woods rose mostly on east side near canal, mullein, Dalmatian toadflax, knapweed. Around perimeter of meadow, rubber rabbitbrush, black cottonwood, red-twig dogwood.

Non native species included noxious weeds: Dalmatian toadflax and knapweed mostly in south end, burdock, Canada thistle almost throughout the area. Other alien weedy species included mullein,quackgrass, downy brome, tansy, reed canary grass, prickly lettuce, goatsbeard, and perhaps perennial ryegrass.

Most of the larger plants had seedheads or other identifiable parts, there are probably some other species that could not be seen or identified at this season.

Exhibit E: Weed Descriptions, Control Methods & Historical Control Efforts

Exhibit E: Weed Descriptions and Control Methods (* indicates noxious)

Dalmatian Toadflax*

Dalmatian toadflax (*Linaria dalmatica* spp. *Dalmatica*) is a perennial introduced from southeastern Europe. It is found in North America along roadsides and in rangeland and floodplain ecosystems. It has an extensive, deep root system and reproduces both by seed and rhizotomously. Plants can be up to 3 feet tall. Leaves are alternate, feel waxy, and taper to a point. The flowers are yellow and two-lipped, similar to that of a snapdragon. They are produced in the upper leaves. Flowering occurs May-August with seeds maturing July – September.

Mechanical treatments may be effective if the infestation is small and noticed early. Seeds can remain dormant for up to 10 years, so mechanical treatments must occur consistently for at least a decade. Hand-pulling before flowering can be effective if the root is also pulled. Herbicides used on Dalmatian toadflax include 2,4-D and Curtail. A number of biocontrol species have been used to control this species. *Mecinus janthus*, a European stem-boring weevil has been released at the Howard Preserve and at other locations in Blaine County.

Spotted and Diffuse Knapweed*

Spotted (*Centaurea maculosa*) and diffuse (*Centaurea diffusa)* knapweed have infested large areas of rangeland and floodplains in western United States. Both species are biennial and form rosettes during the first year of growth. Rosettes may remain for several years depending on environmental conditions. Once a stalk forms, the plant flowers, seeds, and dies. Stalks are robust and branching, and fully developed plants resemble tumbleweeds. Diffuse knapweed flowers are purple or white, and spotted knapweed flowers are pink or purple. These knapweed species have a short taproot and reproduce by seeds.

Mechanical pulling of knapweed can be effective because of short taproots. This should be done before seeds set. Herbicide is an effective method of control and is most effective on rosettes during the spring. Once the plant has flowered, spraying herbicide becomes less effective. Glyphosate-based herbicides used include Curtail, Milestone, AquaNeat, and 2,4-D. There are a number of biocontrol agents used on knapweed that attack seed heads, flowers, or roots.

Canada thistle*

Canada thistle (*Cirsium arvense*) is a perennial that usually occurs in riparian areas or rangeland and can form very dense patches. Stems and leaves are dark green, smooth, and shiny. Leaves are spiny-tipped, irregular, and alternate. Flowers are purple, and buds form on the uppermost branches during July and August. Seeds appear as ‘thistles’ in

the fall. Canada thistle reproduces through the rhizotomous root structure and by seed.

Mechanical treatment of Canada thistle may be effective if the infestation is small and noticed early. However, because of extensive rhizotomous root structures, mechanical treatment is not common. Chemical treatments can be effective in the spring and fall, times when plants are storing nutrients in the root structure. At times when energy is spent on growth and reproduction, mechanical treatments are less effective. Herbicides used include Curtail, Milestone, AquaNeat, and 2,4-D. Biocontrol agents have been used in Blaine County, and include a stem and shoot gallfly (*Urophora cardui*), a seed head weevil (*Larinus planus*), a stem mining weevil (*Ceutorhynchus litura*) and a foliage feeder (*Cassida rubiginosa*).

Common Burdock

Common burdock (*Arctium minus*) is a biennial forming a rosette during the first year of growth and a robust, branching stalk during the second year. Common burdock typically invades riparian areas, and can be found among the understory of cottonwood forests. Leaves are large and broadest at the base of the plant. Flowers are small and purple, and flowering occurs July – September. Seeds form in burs that are the primary means of dispersal. Mature plants have extensive taproots, and reproduction is solely by seed.

Mechanical treatment of common burdock can be challenging, especially when plants have matured. Taproots of mature plants can extend several feet into the ground, and are extremely robust. It may be more feasible to cut down vegetation above ground before plants disperse seeds to prevent further infestations. It is best to dig roots when plants are newly established. Glyphosate-based herbicides, such as 2,4-D and Curtail have also been used to control common burdock.

Common Mullein

Common mullein (*Verbascum thapsus*) is a common invasive species in the western U.S. It is native to Asia and is found in pastures, rangeland, and areas with poor soils. It is a biennial, forming a fuzzy rosette during the first year, and growing a stalk in years after. Flowers are borne in spikes off the terminal section of the main stalk or branches. Flowering occurs June to August, and reproduction occurs through seed dispersal.

Common mullein often goes untreated, as it is not seen as a threat. It can be mechanically removed by digging the entire taproot. It can also be treated with herbicide such as Curtail.

Reed Canary Grass

Reed canarygrass (*Phalaris arundinacea*) is a perennial grass that invades riparian areas and has the potential to replace native sedges and rushes. It has been historically used as forage for cattle and to stabilize eroding stream banks. Reed canary grass reproduces rhizotomously and forms dense, thick mats along creeks, rivers, and wetlands. It also grows underwater and has been found to form islands and alter stream channels in the Silver Creek watershed. Leaf blades are blue-green, and panicles open at maturity, exposing tan-colored seeds.

Currently there are few known effective methods for controlling reed canary grass. Methods include pulling within waterways, mowing, spraying herbicide, controlled burning, and shading. Herbicide use is complicated because most infestations occur near water and application over multiple years is necessary. Shading with dark cloth is less labor intensive, does not involve chemical use, and has shown to be somewhat effective.

Exhibit F: Conservation Easement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Wood River Land Trust Company
119 East Bullion Street
Hailey, ID 83333

Instrument # 645094
HAILEY, BLAINE, IDAHO
7-20-2017 11:39:06 AM No. of Pages: 17
Recorded for : PIONEER TITLE COMPANY
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: EASEMENTS

(space above line for Recorder's use)

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made this July 19th, 2017 by the CITY OF BELLEVUE, having an address of 115 E. Pine Street, Bellevue, Idaho 83313 ("Landowner") in favor of WOOD RIVER LAND TRUST COMPANY, a nonprofit corporation of the State of Idaho, whose address is 119 East Bullion Street, Hailey, Idaho 83333 (the "Land Trust").

RECITALS

A. Landowner owns 35.2 acres of certain real property, more or less, together with all appurtenances thereto, including, without limitation, all minerals and mineral rights subject to federal reservations (collectively the "Property") identified as Assessor's Parcel(s) No. RPB2N180360400, RPB2N180360130, RPB0000091004A, RPB00000910030, RPB0000091002A, RPB0000091001A, RPB0000092001A, RPB00000920020, and RPB00000950010, located in Blaine County, Idaho. The Property is located in portions of Sections 36, Township 2 North, Range 18 East, Boise Meridian, Idaho, and shown on the Property Map dated June 23, 2017, prepared for Landowner by Galena Engineers, a copy of which is attached hereto and made a part hereof as Exhibit A and more particularly described in the Legal Description, a copy of which is attached hereto and made a part hereof as Exhibit B.

B. Land Trust is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Internal Revenue Code"). Land Trust's primary purpose is the preservation and protection of land in its natural, scenic, historic, agricultural, forested and open space condition, and Land Trust has the commitment and resources to monitor and enforce this Conservation Easement; and

C. The Property possesses significant natural, scenic, open space, and water resources (collectively, "Conservation Values") of great importance to Landowner, the people of the City of Bellevue, the people of Blaine County, and the people of the State of Idaho; and

D. In furtherance of the Internal Revenue Code, the conservation purposes of this Conservation Easement include, but are not limited to: 1) the preservation of land areas for outdoor recreation by, or the education of, the general public; 2) the protection of relatively natural habitat of fish, wildlife, or plants, or similar ecosystems; 3) the preservation of certain open space pursuant to clearly delineated governmental conservation policies or for the scenic enjoyment of the general public, and will yield a significant public benefit; and

E. The specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated July 19th, 2017, on file at the offices of Land Trust and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that Landowner and Land Trust agree provide, collectively, an accurate representation of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although non-exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. Landowner and Land Trust further agree that, within 12 months of the execution of this Conservation Easement, a collection of additional Baseline Documentation, including a plant survey, will be compiled by Land Trust, and incorporated herein by this reference. Failure to timely

compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision hereof. Notwithstanding the foregoing, 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 any dispute under this instrument. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation, the terms of this Conservation Easement shall prevail; and

F. Landowner intends that the Conservation Values of the Property be preserved and maintained by permitting only those land uses on the Property described in this agreement that do not significantly impair or interfere with the Conservation Values; and

G. Landowner further intends, as owner of the Property, to convey to Land Trust the right to preserve and protect the Conservation Values of the Property in perpetuity, and

H. The protection of the Property, including the section of the Big Wood River that runs through the Property creating riparian habitat, contributes to the ecological viability of the area by protecting the relatively natural habitat of fish, wildlife and fauna indigenous to the areas.; and

I. The Property contains over a half-mile of natural stream frontage and natural riparian habitat along the Big Wood River that helps to mitigate erosion and sedimentation, moderate high and low stream flows as well as stream temperatures ensuring cold, oxygenated, clear water necessary for the survival of indigenous fish species, such as the Wood River Sculpin, *Cottus leiopomus*, a species of fish identified by the USFWS and the Idaho Conservation Data Center (Idaho Department of Fish and Game) as a "Species of Concern"; and

J. The Property contains areas of relatively natural open woodlands that provide for the free migration and winter habitat and a part of the migration corridor for large game animals, including elk, mule deer, cougar and moose. According to the Blaine County Comprehensive Plan adopted November 7, 1994, "Migration routes and wintering areas should be protected by restriction of development in such areas"; and

K. The Property contains resources, valued by the general public, available for regular public access for recreational, scientific, and educational purposes; and

L. The Property is located directly across the Big Wood River from property that is encumbered by a conservation easement that the Grantee accepted in 2003.

M. The Comprehensive Plan for the City of Bellevue Idaho, adopted September 26, 2002, was enacted with regard to the following community objectives: "The Big Wood River is of great recreational and aesthetic value....Undeveloped areas next to the river within the flood plain and wetland areas should be preserved....Development of these areas is not appropriate and should be discouraged...,The riparian area of the Big Wood River is of great recreational and aesthetic value to the City of Bellevue.... Development of this riparian area should be discouraged and the lands set aside to ensure the protection of the natural vegetation, fish habitat, and wildlife along the riparian area.... to protect and improve natural and man-made waterways."; and

N. Blaine County Comprehensive Plan, adopted on November 7, 1994, was enacted with regard to the following community objectives: " Encourage the procurement of open space through philanthropic measures...Protect the area's natural resources (clean air, water, scenic and quality outdoor recreation experiences) by addressing development and land-use pressures on those resources.... The wetlands of Blaine County are a crucial and integral part of the environment. The protection of this resource is considered to be essential.", and

O. Protection of the Conservation Values of the Property is consistent with purposes recognized by the State of Idaho in Idaho Code 67-6502: (d) "To ensure that the important environmental features of the state and localities are protected" and (j) "To protect fish, wildlife, and recreation resources."

P. A head gate along the Big Wood River near the northern end of the Property diverts water into an irrigation canal, and delivers it south through the Preserve to numerous water rights holders in the agricultural areas south of Bellevue. Idaho Code: Titles 42, 43 & 18 set forth the State law pertaining to the operation and management of the canal system.

GRANT OF CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and pursuant to the law of Idaho, in particular Idaho Code 55-2101 through 55-2109, Landowner hereby voluntarily grants and conveys as a charitable gift to Land Trust this Conservation Easement on, over, and across the Property consisting of the foregoing recitals and the following terms, covenants, conditions, restrictions, and affirmative rights granted to Land Trust, which shall run with and bind the Property in perpetuity (the "Conservation Easement" or "Easement").

1. **Conservation Easement Purposes**. The purposes of the Conservation Easement are 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. In achieving this purpose, the Landowner and Land Trust intend that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes and will prohibit and prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. The purposes and intentions described in this Paragraph 1 are the "Conservation Easement Purposes."

2. **Definitions**. For purposes of this Conservation Easement, the following terms shall have the meaning given to them below. Each term is intended to have the given meaning throughout the Conservation Easement regardless of whether it is capitalized or not. Additional definitions are occasionally expressly provided in the body of this Easement.

"Existing." Existing, or variations thereof, means existing at the time of the execution of this Easement.

"Landowner" and "Land Trust." Landowner and Land Trust shall be the persons and/or entity or entities named above, and any pronouns used in place of those terms, and shall also include, any or all successors in interest, and includes any person or entity acting by or for a party, on a party's behalf or obtains authority by any means to act in the capacity of a party or has authority to exercise control over the Property or act for a party, including but not limited to authority granted by agreement or court order.

"Improvement." Improvement means any human-made alteration in the physical character of the Property and/or vegetation thereon. Improvements shall include, but not be limited to, Structures (as defined herein), roads, parking areas, utility infrastructure, artificial ponds, fences and walls, and irrigation improvements.

"Necessary." Necessary shall be interpreted to limit the use to which it applies to that which is reasonably essential to the accomplishment of such use.

"Structure." Structure means any buildings or shelters constructed, installed, or placed on the ground, whether temporarily or permanently. Structures shall include, but not be limited to, houses, cabins, garages, sheds, greenhouses, barns, shelters, silos, and moveable buildings.

"Use." Use means physical use of the Property or any part thereof, or an activity on the Property or any part thereof.

3. **Rights of Land Trust**. To accomplish the Conservation Easement Purposes, the following rights are conveyed to Land Trust by this Conservation Easement:

3.1. General Rights. To identify, preserve and protect the Conservation Values of the Property.

3.2. Entry. To enter upon the Property at reasonable times in order to observe, monitor compliance with and otherwise enforce the terms of this Easement, in accordance with Paragraph 8 (Land Trust's Remedies). Such entry shall be upon prior notice to Landowner, except in cases in which Land Trust determines that immediate entry is required to prevent or mitigate a violation of this Easement, and Land Trust shall not in any case unreasonably interfere with Landowner's use and quiet enjoyment of the Property that is consistent with the Conservation Easement Purposes.

3.3. To Prevent Uses Inconsistent with the Conservation Easement Purposes. To prevent any use of the Property that is inconsistent with the Conservation Easement Purposes and to require the restoration of such areas or features that may be, or have been, damaged by any inconsistent use, in accordance with the remedies set forth in Paragraph 8 (Land Trust's Remedies).

3.4 Noxious Weeds. Landowner shall control noxious weeds, as identified by the Idaho State Department of Agriculture. The Land Trust may, but shall not be obligated to, employ the use of pesticides, herbicides or other biocides or any other means to control noxious weeds if, as reasonably determined by the Land Trust, grazing or other weed control measures have been ineffective in controlling such weeds; provided, however, that such use shall be with the consent of Landowner, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. **Permitted Uses (Rights of Landowner).** The following uses are acknowledged by the parties to be consistent with the Conservation Easement Purposes, and are retained by Landowner, subject to the conditions that such uses are undertaken in a manner that is consistent with the Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases the right to undertake a retained use is conditioned upon prior approval by Land Trust, in which cases notice and approval, in accordance with the provisions of Paragraph 7 (Notice and Approval), is required.

4.1. Pesticides & Herbicides. Pesticides, herbicides, other biocides, and fertilizers may only be used on the Property as necessary to control noxious plants, insects, fungi, etc.; and shall not be used in a manner that would adversely impact surface or ground water quality.

4.2 Structures and Other Improvements. Landowner retains the rights to construct, own, use, lease, maintain, repair, renovate, remove, relocate, replace and reconstruct (collectively for purposes of this Paragraph 4.2, "to use") existing and permitted Structures and other Improvements (described below), subject to the restrictions and requirements set forth in this Paragraph 4.2. All Structures are subject to approval by Land Trust.

4.2.1 *Existing Improvements*. Existing Improvements and other Structures on the Property include:

(a) Access Drives, as shown on Exhibit A. An Access Drive is a private road owned and maintained by the landowner for local and emergency access.

(b) Fences, as described in the Baseline Documentation.

(c) Structures

(i) One (1) shed, associated with the adjacent City Shop
(ii) One (1) open-sided shelter

(d) Trails, as described in the Baseline Documentation

(e) Signage, as described in the Baseline Documentation

4.2.2 *Improvements Permitted on the Property.* Landowner retains the right to install and use the following Structures and other Improvements on the Property:

(a) Access Drives and other roads, including bridges, but only as necessary to provide reasonable access to Structures on the Property, to serve retained uses, and with the approval of Land Trust. An Access Drive is a private road owned and maintained by the landowner for local access.

(b) Structures and facilities normally used in connection with supplying utilities to and removing and treating sanitary sewage effluent and controlling storm water runoff from these Structures. Structures means Improvements commonly used for public recreation or land management operations, including but not limited to sheds, picnic tables, kiosks, sanitation facilities, and covered shelters, which are not used for human habitation.

(c) Fences necessary for retained activities, and as necessary to protect improvements and the Brownfield site. The location and design of all fencing on the Property shall not adversely impact wildlife movements (e.g., migration) and habitat.

(d) Irrigation Improvements to serve retained uses. Irrigation Improvements mean facilities and systems normally used for diversion, transportation and distribution of water for beneficial uses, including but not limited to pumps, sprinklers, and other similar devices.

(e) Recreational Facilities, which mean Improvements intended to facilitate and support reserved recreational uses.

(f) Facilities normally used in connection with supplying utilities to and removing and treating sanitary sewage effluent and controlling storm water runoff from permitted structures.

4.2.3 *Notice Requirement.* Before undertaking any work on or site preparations for a Structure or other Improvement, other than routine maintenance, Landowner shall obtain Land Trust's prior written approval in accordance with the terms of Paragraph 7 (Notice and Approval).

4.2.4 *Construction Requirements.* All Structures shall be constructed, and site preparations for such Structures shall be undertaken, by methods that minimize disturbance to the environment, including but not limited to minimal removal of vegetation, minimal movement of earth, and minimal clearance of access routes for construction vehicles. Upon the completion of work, or in the event of a non-seasonally related interruption of work exceeding sixty (60) days, all areas disturbed by any work on, or site preparations for, any Structure shall be restored to the approximate condition of the surrounding undisturbed land.

4.2.5 *Residence by humans.* No Structures may be used for habitation by humans.

4.3 Other Uses Retained by Landowner.

4.3.1 *Use of Vehicles.* Vehicle use on the Property is permitted for: (a) normal maintenance; (b) fire suppression; (c) emergency access; (d) establishing and maintaining trails for recreational uses pursuant to Paragraph 4.3.2, (e) accessing designated parking areas along established access drives, (f) Habitat Enhancement pursuant to Paragraph 4.3.4, (g) facilitating any other activities permitted in Paragraph 4: Permitted Uses, and (h) for maintenance of the irrigation canal. Landowner may allow temporary public vehicle access on the established road which connects Martin Lane and Elm Street, when the primary route is unavailable.

4.3.2 *Recreational Use.* Landowner may use the Property for passive recreational activities that are non-commercial and non-motorized, such as hiking, fishing, cross-country skiing, wildlife observation, and photography, provided that such activities are conducted in a manner, frequency, and intensity that results in no adverse impact on the Conservation Values.

4.3.3 *Removal of Vegetation.* Landowner may remove dead trees that pose a threat of injury to people, animals, or Structures. In addition, Landowner retains the right to clear vegetation as necessary: (a) for site preparation for or work on permitted improvements; (b) for the installation of utilities; (c) for the construction of Access Drives; (d) for fire prevention, including maintenance of defensible space around improvements; (e) to stop the spread of insect infestation or disease; and (f) for Habitat Enhancement pursuant to Paragraph 4.3.4. Notwithstanding the foregoing, no trees or other vegetation may be removed from or within one hundred (100) feet of the nearest edge of, streams, ponds or wetlands, unless vegetation is non-native, noxious, diseased, dangerous or threatening to the stability of the stream bank, or with the prior written approval of Land Trust in accordance with Paragraph 7 (Notice and Approval).

4.3.4 *Habitat Enhancement.* Landowner may undertake native plant and animal habitat rehabilitation and restoration activities on the Property. These activities shall not adversely impact the Conservation Values and shall require the prior written approval of Land Trust in accordance with Paragraph 7 (Notice and Approval).

4.3.5 *Boundary Adjustments.* Landowner may adjust the boundaries of the Property and convey separately any portions of the Property absorbed into adjoining parcels as a result of such adjustment, provided: (a) all land subject to this Easement prior to such adjustment remains subject to this Easement after the adjustment; (b) no new development rights are created by the boundary adjustment; (c) the Conservation Values of the Property shall be further conserved or enhanced by the boundary adjustment; and (d) Landowner shall obtain the written approval of Land Trust, in its sole discretion, prior to undertaking any such boundary adjustment, in accordance with Paragraph 7 (Notice and Approval).

4.3.6 *Signage.* Landowner may construct, place, or maintain signs on the Property for the purpose of (a) identifying the owner, the name and/or address of the Property, (b) providing regulation, directional, educational, or interpretive information, (c) identifying portions of the Property that may be closed to public access for safety or management reasons, or (d) identifying that the property is protected under this Easement. All signs shall comply with all applicable federal, state, and local laws, regulations, and requirements, and shall not significantly impair or interfere with the Conservation Values. Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited.

4.3.7 *Other Uses.* Landowner may make any other use of the Property that is consistent with the Conservation Easement Purposes, provided that Landowner shall obtain the written approval of Land Trust prior to undertaking such uses, which approval shall not be unreasonably withheld. Uses reserved pursuant to this Paragraph 4.3.7 shall not be deemed "expressly reserved" for any other purpose of this Easement.

4.3.8 *Predator Control.* In controlling predatory and problem animals, Landowner shall comply with all applicable laws and use selective and humane control techniques, including, where practicable, non-lethal deterrents and management practices, which shall be prioritized over lethal predator control.

4.4 Management Plan. A written management plan that was developed by the Landowner, Land Trust and a volunteer citizens' group, the Friends of Howard Preserve, in 2009 and updated in 2017 in conjunction with the creation of this Conservation Easement, will be reviewed annually and updated as necessary by the Landowner and the Land Trust, to protect and enhance the conservation values on the property.

5. Prohibited Uses (Rights of Landowner). In general, Landowner hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Easement Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Easement Purposes, and are prohibited:

5.1 Surface Alteration. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod is prohibited, except as necessary for a use expressly retained in Paragraph 4 (Permitted Uses). The exceptions shall not be interpreted to permit any extraction or removal of surface materials in a manner that will adversely impact the Easement Purposes.

5.2 Mining. Landowner shall not, and shall not allow any other person to, (a) explore for or (b) develop, extract, remove, drill for, store, save, transport, treat, process, market or otherwise utilize, by any means ("Mine" and "Mining"), oil, gas, coal, lignite, hydrocarbons, limestone, geothermal resources, fossils, metals, ores, sand, gravel, rock, stone, aggregate, peat, clays, marl, earth, soil, and other minerals ("Mineral Resources") on or below the surface of the Property. The terms "Mine" and "Mining" shall include the treatment, processing, storage, transport, and other handling of effluent, tailings, and other waste or byproducts created or produced during the Mining of Mineral Resources.

5.3 Water Rights. No water rights are appurtenant to the Property at the time of this grant.

5.4 Waste Disposal. No depositing, storing, dumping, or abandoning of any solid wastes, hazardous waste, liquid wastes, building materials, refuse, inoperative vehicles or equipment, or chemical substances on or in the ground of the Property is permitted, except as expressly retained by Landowner in Paragraph 4 (Permitted Uses) and for land management purposes.

5.5 Modification of Wetlands. No diking, draining, filling, or alterations of wetlands or streams are permitted, except: (a) in accordance with federal, state and local regulations; (b) with the prior written approval of Land Trust; and (c) as necessary for the construction of Access Drives, roads, or bridges as permitted in Paragraph 4.2 (Structures and other Improvements) and Paragraph 5.9 (Prohibited Uses: Roads), or for Habitat Enhancement, in accordance with Paragraph 4.3.4.

5.6 Land Division. The division or *de facto* division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property, is not permitted, except as specified in Paragraph 4.3.5 (Boundary Adjustments).

5.7 Limitations on Use of Property for Purposes of Building Density Requirements. No portion of the Property may be used to satisfy land area requirements for the calculation of building density under subdivision and zoning laws for lands not subject to this Easement.

5.8 Agriculture and Equestrian Uses. Agricultural practices including farming, livestock grazing, animal husbandry and feedlots, and equestrian uses, are prohibited.

5.9 Roads. No building of roads is permitted except i) as necessary for a use expressly retained in Paragraph 4 (Permitted Uses); and ii) for maintenance, repair, and use of existing access and other roads on the Property in substantially their present location and condition. No paved or unpaved road for access or other purposes may be constructed without the written approval of Land Trust.

5.10 Residential Structures. No structures shall be used for human habitation.

6. Other Rights of Landowner. All rights reserved by Owner or activities not prohibited by this Conservation Easement shall be exercised in a manner that is consistent with the Conservation Easement Purposes.

7. Notice and Approval. The purpose of requiring Landowner to notify Land Trust prior to undertaking certain permitted uses, e.g., as provided in Paragraphs 4.2 (Structures and Other Improvements), 4.3 (Other Uses Retained by Landowner), 5.9 (Roads), and 5.5 (Modification of Wetlands), is to afford Land Trust an adequate opportunity to monitor the uses in question to ensure that they are designed and carried out in a manner that is consistent with the Conservation Easement Purposes and the terms of this Easement.

7.1 Notice to Land Trust. Whenever notice is required, Landowner shall notify Land Trust in writing not less than thirty (30) days before the date Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Land Trust to make an informed judgment as to its consistency with the Conservation Easement Purposes.

7.2 Information Requirements for Structures and Other Improvements. In the event of proposed construction/installation, renovation, and/or expansion of a new or existing Structure, road, or other improvement, Landowner shall provide Land Trust with the following information, where applicable, in addition to that required by Paragraph 7.1:

(a) Architectural drawings showing the location, height, dimensions, floor plan, Ground Surface Coverage, existing grade, and Gross Floor Area of proposed construction, installation, renovation, and/or expansion.

(b) Location and written narrative of erosion control methods.

(c) Existing elevation contours and any proposed changes in grade.

(d) Existing vegetation, proposed vegetation removal, and the location of any proposed landscaping.

7.3 Land Trust's Approval. Where Land Trust's approval is required, e.g., as set forth in Paragraphs 4.2 (Structures and Other Improvements), 4.3 (Other Uses Retained by Landowner), and 5.5 (Modification of Wetlands), Land Trust shall respond to Landowner's request for approval within thirty (30) days of receipt of said request. Land Trust's approval may be withheld or conditioned only upon a reasonable determination by Land Trust that the action as proposed would be inconsistent with the Conservation Easement Purposes or the terms of this Easement. Following approval of any proposed activity pursuant to the preceding paragraph, Landowner shall have one (1) year from the date of approval to commence any approved activity. If work on the proposed activity is not commenced, and thereafter diligently pursued within one (1) year, Landowner must resubmit the request to Land Trust for approval in accordance with this Paragraph 7.

7.4 Notice to Landowner. In the event of notice required by this Easement to be provided to Landowner, such notice shall refer to the provision(s) of this Easement pursuant to which it has been sent, and shall describe the use(s) with respect to which the notice is being sent.

8. Land Trust's Remedies.

8.1 Issue Resolution. Land Trust may enforce this Easement at law and/or in equity against any or all owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Easement, Land Trust shall provide written notice of such violation to Landowner, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the use that would result in the violation.

8.2 Injunctive Relief. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice thereof from Land Trust, 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, Land Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and/or to require the restoration of the Property as provided in Paragraph 8.1.

8.3 Damages. Land Trust shall be entitled to recover damages for violation of the terms of this Easement including injury to any of the Conservation Values, such as, without limitation, damages for the loss of open space, and/or wildlife values. Without limiting Landowner's liability therefore, Land Trust, in its sole discretion, shall apply any damages recovered to the cost of undertaking any corrective action on the Property.

8.4 Immediate Action. If Land Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Land Trust may pursue its remedies under this Paragraph 8 without prior notice to Landowner or without waiting for the period provided for cure to expire.

8.5 Scope of Relief. Land Trust's rights under this Paragraph 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Landowner agrees that Land Trust's remedies at law for any violation of the terms of this Easement are inadequate and that Land Trust shall be entitled to the injunctive relief described in Paragraph 8.2, both prohibitive and mandatory, in addition to such other relief to which Land Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Land Trust's remedies described in this Paragraph 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law and/or in equity.

8.6 Costs of Enforcement. All reasonable costs incurred by Land Trust in enforcing the terms of this Agreement against Landowner, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation shall be borne by Landowner; provided, however, that if Landowner ultimately prevails in a judicial enforcement action brought by Land Trust, each party shall bear its own costs.

8.7 Delay or Omission of Enforcement. Delay or omission by Land Trust to enforce any term of this Easement shall not be deemed or construed to be a waiver by Land Trust of such term or of any prior or subsequent breach of the same or any other term of this Easement. No delay or omission by Land Trust in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver and Landowner herby waives any defense of laches, estoppel, and prescription.

8.8 Right to Proceed Against Third Parties. Land Trust has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this Paragraph 8. Landowner shall cooperate with Land Trust in such proceeding.

8.9 Right to Require Assignment of Trespass Claims. If requested by Land Trust, Landowner shall assign to Land Trust any cause of action for trespass resulting in damage to the Conservation Values that may be available to Landowner. Landowner may condition such assignment to provide for (a) the diligent prosecution of any such action by Land Trust and (b) division according to the proportionate values determined pursuant to Paragraph 12.2 (Valuation), between Land Trust and Landowner of any recovery, over and above Land Trust's attorneys' fees and expenses incurred, resulting from such action.

8.10 Events Beyond Landowner's Control. Landowner shall not be responsible for any injury to or change in the Property resulting from events beyond Landowner's control. Such events include, without limitation, fire, flood, storm, and earth movement, or actions by persons outside the control and knowledge of Landowner, or from any prudent action taken by Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such natural events.

9. Public Access. A right of access by the general public to any portion of the Property is conveyed by this Easement. Grantee may install such signage and take such other action as may reasonably be deemed necessary to Manage public access so that it is consistent with the Conservation Purposes of this Easement.

10. Responsibilities of Landowner and Land Trust Not Affected.

10.1 Costs, Legal Requirements, and Liabilities. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other uses permitted by this Easement.

10.2 Indemnification by Land Trust. Land Trust shall indemnify and hold Landowner harmless from, all expense, loss, liability, damages and claims, including Landowner's attorney fees, if necessary, arising out of Land Trust's entry on the Property, unless caused by a violation of this Easement by Landowner or by Landowner's negligence or willful misconduct. In the event Landowner is named in an action for which Landowner is entitled to indemnification and a defense, Landowner shall have the right to tender such defense to Land Trust pursuant to this Paragraph 10.2.

10.3 Indemnification by Landowner. In view of Land Trust's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, Landowner hereby releases and shall indemnify, protect, defend and hold harmless Land Trust, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, liability, damage or expense suffered or incurred by or threatened against Landowner or any other person or entity, to the Property or the Easement. Landowner shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities 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 gross negligence or willful misconduct of Land Trust. In the event Land Trust is named in an action for which Land Trust is entitled to indemnification and a defense, Land Trust shall have the right to tender such defense to Landowner pursuant to this Paragraph 10.3.

10.4 Limited Status of Land Trust. Despite any arguably contrary provision in this Easement, the Parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Land Trust the obligations of an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERLCA", as amended, or any successor legislation, and any comparable Idaho statute.

10.5 Remediation. If, at any time, there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Land Trust, in which case Land Trust shall be responsible for such remediation.

11. Representations and Warranties.

11.1 Landowner Representations and Warranties. Landowner represents and warrants that, to the best of their actual knowledge, but without having made specific inquiry:

11.1.1 No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, except for normal agricultural and household chemicals, is known to exist or is known to have been released, stored, disposed of, deposited, and/or abandoned on the Property, except for:

(a) The Brownfield site, as detailed in the Baseline Documentation Report, which was remediated through Idaho Department of Environmental Quality in 2011.

11.1.2 There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations and requirements.

11.1.3 Landowner and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

11.1.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

11.1.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Landowner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

11.2 No Representation of Tax Benefits. Landowner represents and warrants: (a) Landowner has not relied upon any information or analyses furnished by Land Trust with respect to the availability, amount or effect of any tax deduction, credit or other benefit to Landowner or to the value of this Easement or the Property; (b) Landowner has relied solely upon personal judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by Landowner; and (c) donation of this Easement is not conditioned upon the availability or amount of any tax deduction, credit or other benefit.

12. Extinguishment and Condemnation.

12.1 Extinguishment. If circumstances arise in the future that render the Conservation Easement Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Land Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 12.2.

12.2 Valuation. This Easement constitutes a real property interest immediately vested in Land Trust, which, for the purposes of this Paragraph 12 (Extinguishment and Condemnation), the parties stipulate to have a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to Improvements) by (b) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this Paragraph 12, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

12.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate the Easement, in whole or in part, Landowner and Land Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Landowner and Land Trust in connection with the taking or in-lieu purchase shall be paid out of the

amount recovered. Land Trust's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 12.2 (Valuation). If only a portion of the Property is subject to such exercise of eminent domain, this Easement shall remain in effect as to all other portions of the Property.

12.4 Application of Proceeds. Land Trust shall use all proceeds received under the circumstances described in this Paragraph 12 (Extinguishment and Condemnation) to pay the costs to monitor, enforce and preserve any portions of the Property that remain subject to this Easement, or, if no remaining portion of the Property is subject to this Easement, to complete other conservation easements or monitor and enforce existing conservation easements held by Land Trust that are comparable to this Conservation Easement and its Conservation Easement Purposes.

13. Perpetuation of Conservation Easement. Landowner acknowledges that he has considered that any use of the Property that is expressly prohibited under the terms of this Conservation Easement may become more economically valuable than uses permitted by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Easement. Landowner believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement. Landowner and Land Trust intend that any such change(s) shall not be deemed to be a circumstance justifying the termination or extinguishment of this Easement. In addition, the inability of Landowner, his successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

14. Subordination. At the time of conveyance of this Conservation Easement, Landowner attests that Landowner is the sole owner of the Property and the Property is not subject to a mortgage, deed of trust, or other lien.

15. Assignment by Land Trust. This Conservation Easement is transferable, but Land Trust may assign its rights and obligations under this Easement only to an assignee that is a "qualified organization" at the time of transfer under Section 170(h) of the Internal Revenue Code, and authorized to acquire and hold conservation easements under Idaho Code 55-2101 et seq. (or any successor provision then applicable) and the laws of the United States. Any assignee must be an entity capable and willing to assume the responsibility imposed on Land Trust by this Easement and, as a condition of such transfer, Land Trust shall require that the Conservation Easement Purposes continue to be carried out. Land Trust agrees to give written notice to Landowner of any proposed assignment at least thirty (30) days before the date of such assignment. The failure of Land Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way. Land Trust shall, whenever possible and/or reasonably practical, honor the preferences of the then Landowner regarding Land Trust's successor in interest, provided that Landowner give Land Trust notice of Land Trust's preferences within the above-referenced thirty (30) day period, and provided that any suggested assignee meets the criteria set forth in this Paragraph 15.

16. Subsequent Transfers by Landowner. Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Landowner further agrees to give written notice to Land Trust of the proposed transfer of any interest at least thirty (30) days before the date of such transfer. The failure of Landowner to perform any act required by this Paragraph 16 shall not impair the validity of this Easement or limit its enforceability in any way, nor shall such failure affect the validity of any transfer.

17. Notice and Receipt. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other(s) shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

To Landowner:
City of Bellevue
PO Box 825
Bellevue, ID 83313
(208) 788-2128

To Land Trust:
Wood River Land Trust
119 East Bullion Street
Hailey, ID 83333
(208) 788-3947

Or to such other address as a party from time to time shall designate by written notice to the other party. When personally delivered, notice is effective upon delivery. When mailed by U.S. Postal Service, certified mail, postage prepaid and return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service. A recipient cannot defeat delivery by refusing to accept the notice, and notice is deemed delivered if refused.

18. Recordation. Land Trust shall record this instrument in the official records of the county where the Property is located, and shall retain the original for Land Trust's records. Land Trust may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Easement.

19. General Provisions.

19.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Idaho.

19.2 Liberal Construction. Notwithstanding, any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the Easement to effect the Conservation Easement Purposes and the policy and purpose of Idaho Code 55-2101 et seq. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid. Any decisions resolving such ambiguities shall be documented in writing. This Easement has been fully negotiated between the parties so that the rule that documents may be construed against the drafter does not apply.

19.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

19.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

19.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

19.6 Successors and Assigns. All covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, lessees, successors, and assigns and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property. The terms "Landowner" and "Land Trust," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the granting landowner and all of the granting landowner's heirs, successors and assigns, and the above-named land trust and its successors and assigns.

19.7 Termination of Rights and Obligations and Standing to Enforce. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or transfer of the Property, except all representations and warrantees made by and liabilities incurred by Landowner shall survive.

19.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

19.10 Authority. The individual signing this Agreement on behalf of an entity represents and warrants that he or she has the authority from the entity that the individual represents to bind that party to the Agreement and the individual signing is the entity's fully authorized representative.

19.11 Exhibits. Any and all Exhibits and the Baseline Documentation are incorporated into the terms and conditions of this Agreement.

19.12 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Landowner and Land Trust may jointly amend this Easement; provided, however, that (a) no amendment or modification shall be allowed that will affect the qualification of this Easement or the status of Land Trust under any applicable laws, including Section 170(h) of the Internal Revenue Code and Idaho Code 55-2101 et seq.; and, if the amendment is not for the purpose of correcting a technical error in this Easement, (b) any amendment or modification must benefit or increase the Conservation Values, shall be consistent with the Conservation Easement Purposes, and shall not affect the Easement's perpetual duration. Any such amendment or modification shall be recorded in the official records of the county (or counties) where the Property is located. Landowner shall reimburse Land Trust for its reasonable expenses associated with review and approval of any amendment initiated by Landowner.

TO HAVE AND TO HOLD unto Land Trust, its successors, and assigns forever.

IN WITNESS WHEREOF Landowner and Land Trust have set their hands on the day and year first written above.

Landowner:

by _____
Chris Koch
Mayor of Bellevue

Land Trust:

by _____
Richard Carr
Co-Chair, Wood River Land Trust Company

STATE OF IDAHO)
) ss.
County of BLAINE)

On this July 18, 2017, before me, Marla G Mink, a Notary Public in and for said State, personally appeared Chris Koch, known or identified to me to be Mayor of Bellevue, Idaho, and the person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

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

MARLA G. MINK NOTARY PUBLIC STATE OF IDAHO

Marla G Mink
Notary Public of Idaho
Residing at Bellevue, ID. 83313
My commission expires 5/22/21

STATE OF IDAHO)
) ss.
County of Blaine)

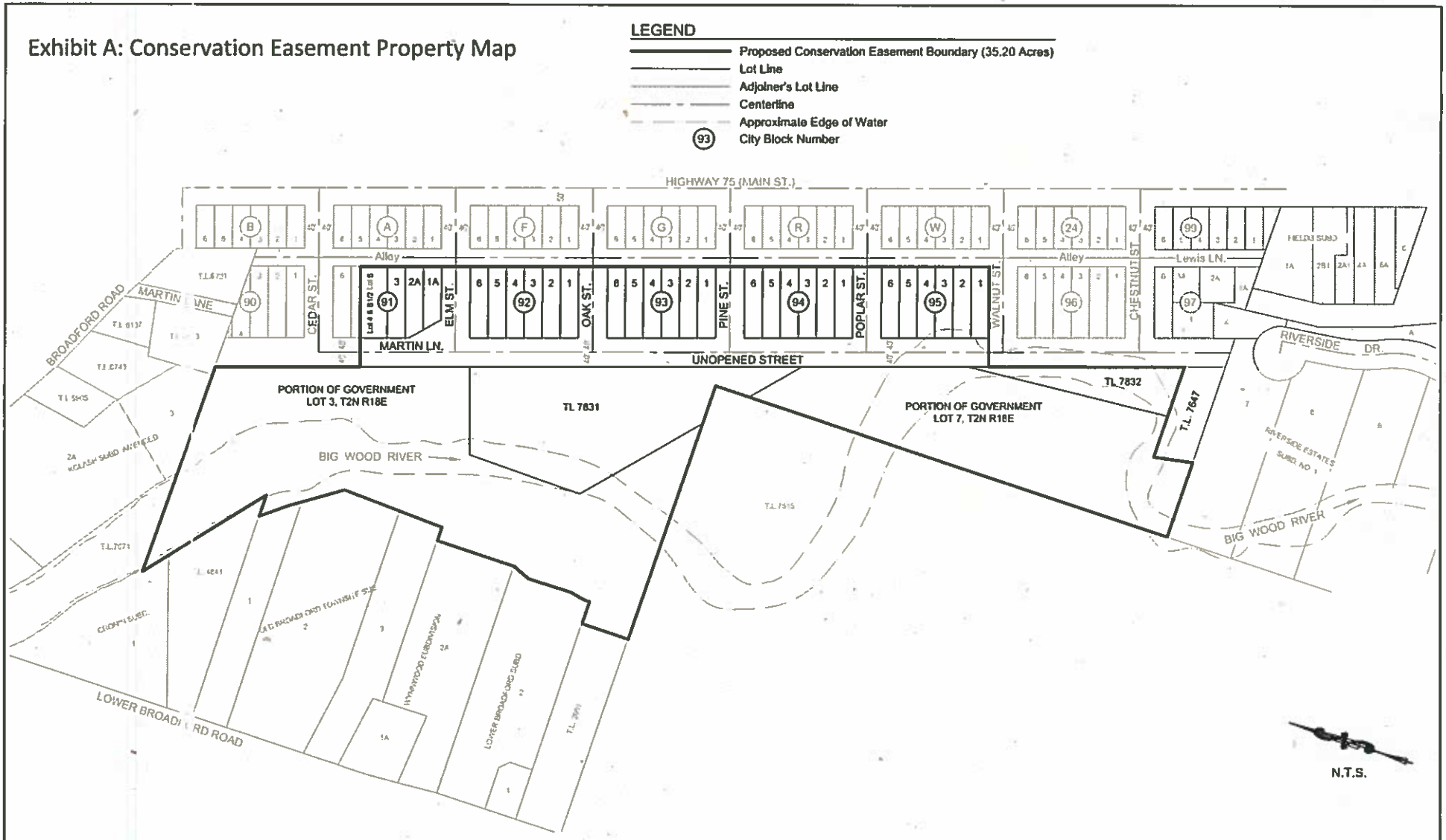
On this July 18 2017, before me, Marla G Mink, a Notary Public in and for said State, personally appeared Richard Carr, known or identified to me to be the Co-Chair of the Wood River Land Trust Company, an Idaho corporation, the corporation that executed the within instrument or person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

MARLA G. MINK NOTARY PUBLIC STATE OF IDAHO

Marla G Mink
Notary Public of Idaho
Residing at Bellevue, ID. 83313
My commission expires 5/22/21

Exhibit A: Conservation Easement Property Map



REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

NO	DATE	BY	REVISIONS

GALENA ENGINEERING INC.

CIVIL ENGINEERS & LAND SURVEYORS
317 N. RIVER STREET
HAILEY, IDAHO 83333
(208) 788-1705
(208) 788-4612 FAX
EMAIL: galena@galena-engineering.com

REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

DESIGNED BY CT
DRAWN BY SMF
CHECKED BY

AN EXHIBIT MAP SHOWING THE
PROPOSED CONSERVATION EASEMENT AT THE HOWARD PRESERVE
WITHIN SECTION 36, T.2N., R18E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO
PREPARED FOR THE WOOD RIVER LAND TRUST

PROJECT INFORMATION
P:\adsk\proj\6425-01\dwg\Boundary-Plat\642502_WRLT Exhibit.dwg 6/23/2017 2:34:17 PM MDT

SHEET 1 OF 1

Exhibit B:

The following properties are located in the Conservation Easement:

- Amended Lot 1A, Amended Lot 2A, Lot 3, Lot 4, and the South 1/2 of Lot 5, Block 91, Bellevue Townsite, Along with the adjacent Right of Way of Elm St and Martin Lane.
- Lots 1, 2, 3, 4, 5, & 6, Block 92, Bellevue Townsite, Along with the adjacent Right of Way of Elm St, Oak St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 93, Bellevue Townsite, Along with the adjacent Right of Way of Oak St, Pine St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 94, Bellevue Townsite, Along with the adjacent Right of Way of Pine St, Poplar St, and the Unopened Street west of said Property.
- Lots 1, 2, 3, 4, 5, & 6, Block 95, Bellevue Townsite, Along with the adjacent Right of Way of Poplar St, and the Unopened Street west of said Property.
- A portion of Government Lots 3 and 7, Township 2 North, Range 18 East.
- TL 7831
- TL 7832

Exhibit G: Preserve Management Efforts 2003-2026

2003

- Archaeological survey completed by Claudia Walsworth

2004

- Consolidation of downed cottonwood trees with SkillUSA volunteers
- Community workday hosted by WRLT & FHP
- WRLT Community Weed Pull Day
- Sheriff's Work Crew Weed Pull
- Re-seeding with Bluebunch Wheatgrass, Great Basin Wild Rye and Canada Bluegrass by Community School Volunteers
- Dalmatian toadflax SkillUSA Volunteer Pull
- WRLT establishes photopoints for annual monitoring

2005

- Southern entrance gate installed
- Pedestrian trails and bridge construction began
- Plant survey completed by Carol Blackburn
- Community workday hosted by WRLT & FHP
- First annual Howard Community Picnic (attendance: 15)
- Toadflax and knapweed bio-control weevils released
- Biocontrol monitoring training session conducted by University of Idaho
- WRLT establishes transects for monitoring of bio-control weevils
- Mechanical removal of tansy ragwort and common burdock by BLM
- Dalmatian toadflax pull with SkillUSA volunteers.

2006

- Interpretive signage installed at pedestrian bridge
- Community workday hosted by WRLT & FHP
- Second annual Howard Community Picnic (attendance: 85)
- WRLT annual photopoint and bio-control monitoring

2007

- Community workday hosted by WRLT & FHP
- Third annual Howard Community Picnic (attendance: 150)
- WRLT annual photopoint and bio-control monitoring

2008

- WRLT and Bellevue Library host aquatic invertebrates education days
- Community workday hosted by WRLT & FHP
- Fourth annual Howard Community Picnic (attendance: 200)
- WRLT annual photopoint monitoring

2009

- Community workday hosted by WRLT & FHP

- FHP funded a traffic gate including a pedestrian entry and a 12' controlled vehicle entry, which complies with all applicable districts and jurisdictions having authorized vehicle access, was installed near the top of Elm Street, west of the private lane accessing block 91.
- WRLT annual photopoint monitoring

2010

- Community workday hosted by WRLT & FHP
- To address the Irrigation District and neighbors' concerns about safety and public nuisance factors in the head gate area, FHP, with City approval, hired a local contractor to create a designated public parking area (100' or 15 cars) near the City shop as shown on the map. Gravel was used as a base. The former road from the City's red storage shed leading to the head-gate was converted into a pedestrian path. The Irrigation Districts' and emergency access to the head gate has been maintained on all official canal easements. (See Exhibit A: Preserve Map)
- Interpretive signs were installed at intersections between the irrigation canal and private property.
- Native trees and shrubs provided by volunteers and FHP were planted on the embankment below the alley on the north side of Elm Street, intended to continue the stabilization project installed the previous fall on the north side. Due to drought conditions and inconsistent functioning of the drip irrigation system, only 10% of the plants survived.
- WRLT annual photopoint monitoring

2011

- Community workday hosted by WRLT & FHP
- The FHP funded a trash receptacle for the parking area.
- To address safety and nuisance problems near the North entrance of the preserve, the South loop road outside of the preserve, beginning at the public parking area west of Martin Lane, extending southwest to the irrigation canal head gates was converted to pedestrian access only, excluding all applicable districts and jurisdictions having authorized vehicle access. FHP installed a post and pole fence along the Halverson property and parking is prohibited between the designated parking area and the south turnaround.
- WRLT annual photopoint monitoring

2012

- Community workday hosted by WRLT & FHP
- FHP funded and completed a cobblestone swale to direct runoff from the Elm Street gate, which was eroding the entry trail.
- City installs handicap accessible portable toilet.
- Blaine County Cooperative Weed Management Area (CWMA)
- spraying for noxious weeds
- WRLT annual photopoint monitoring

2013

- Community workday hosted by WRLT & FHP
- Approximately 250' of the existing riverside trail near the south end of the preserve was eroded between the years 2005-2009. During a volunteer workday, the trail was relocated away from the eroding river bank, approximately 150' to the east.
- Covered Elm Street access drive with wood chips
- Blaine County CWMA spraying for noxious weeds
- WRLT annual photopoint monitoring

2014

- Community workday hosted by WRLT & FHP
- FHP funded and installed three benches carved from local cottonwood trees
- Blaine County CWMA spraying for noxious weeds
- WRLT annual photopoint monitoring

2015

- Community workday hosted by WRLT & FHP
- With funds from City of Bellevue and FOHP, a facility shed was built south of the parking area to protect the portable toilet, trash receptacle, and dog bag dispensers.
- Project Wow release of bio-control with elementary students
- WRLT annual photopoint monitoring

2016

- Community workday hosted by WRLT & FHP
- FHP funded a trash receptacle near the pedestrian bridge.
- Project Wow release of bio-control with elementary students
- WRLT annual photopoint monitoring

2017

- Community workday hosted by WRLT & FHP
- City of Bellevue and WRLT receive grant to purchase additional inholding parcels, and place Conservation Easement on 35 acres of the historic "Preserve" plus additional surrounding City land.
- WRLT annual photopoint monitoring

2018

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2019

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2020

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2021

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2022

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2023

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2024

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2025

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring

2026

- Community workday hosted by WRLT & FHP
- WRLT annual conservation easement monitoring