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BONNEVILLE COUNTY RECORDER

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DEED OF CONSERVATION EASEMENT

The Conservation Fund

(Clark Farm Property)

(South Fork Snake River - Bonneville County, Idaho)

INSTRUMENT NO.	<u>1076600</u>
DATE	<u>4-23-02</u>
INST. CODE	<u>913</u>
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STATE OF IDAHO) COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>R. Avery</u> Deputy
Request of	<u>ATEC</u>

DEED OF CONSERVATION EASEMENT
(The Conservation Fund)

(Clark Farm)

(South Fork Snake River - Bonneville County, Idaho)

THIS DEED OF CONSERVATION EASEMENT is granted this 23rd day of April, 2002, by (1) **THE LIVING TRUST OF CECILIA M. CLARK**, Cecilia M. Clark, Trustee, the address of whom is c/o Cecilia M. Clark, 609 1st West, Ririe, ID 83442, as to Tracts 1, 3, 5, 7 and 8 (collectively the "**Clark Parcels**"), described in the attached Exhibit A and (2) **THE PAMELA JEAN CLARK TRUST**, Pamela J. Johnson, Trustee, the address of whom is c/o Russell and Pamela Johnson, 174 East 2100 North, Centerville, UT 84014 (2) as to Tracts 2, 4, 6, and 9 (collectively the "**Johnson Parcels**"), described in the attached Exhibit A; (collectively the "**Grantor**"), to and for the benefit of **THE CONSERVATION FUND**, a Maryland nonprofit corporation, the address of which is 1800 North Kent Street, Arlington, VA 22209 (the "**Grantee**"), its successors in interest and assigns, for the purpose of forever conserving the open space values, wildlife habitat, scenic qualities and agricultural character of the subject property.

The following Exhibits are attached hereto and made a part of this Conservation Easement:

Exhibit A	-	Description of the Property
Exhibit A-1	-	Description of Homesite Area
Exhibit A-2	-	Description of Clark and Johnson Parcels (5 pages)
Exhibit B	-	Map of the Property
Exhibit B-1	-	Map of Homesite Area
Exhibit B-1a	-	Drawing of Homesite
Exhibit C	-	Baseline Documentation Report
Exhibit C-1	-	Acknowledgment of Baseline Documentation Report
Exhibit D	-	Map and Description of Access Road
Exhibit E	-	Description of Weather Station
Exhibit F	-	NRCS Standards for Sediment Basins (6 pages)
Exhibit G	-	Map and Description of Public Access Parcels
Exhibit H	-	Location of Overlook Rock and Trail

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property located in Bonneville County, Idaho, consisting of 828.76 acres of land, more or less, together with improvements, more particularly described in Exhibit A and generally depicted on Exhibit B, both attached hereto and incorporated herein by this reference (the "**Property**"). The Property borders the South Fork Snake River. The Clark Parcels of the Property (Parcels 1, 3, 5, 7 and 8) are owned by The Living Trust Of Cecilia M. Clark. The Johnson Parcels of the Property (Parcels 2, 4, 6, and 9) are owned by The Pamela Jean Clark Trust.

B. The Property possesses agricultural lands, wildlife habitat, natural, scenic and open space values, as further described herein (collectively, the "**Conservation Values**") of great importance to the Grantee, the people of Bonneville County, the people of the State of Idaho, and the people of the United States, which are worthy of preservation. The Property has significant agricultural, ecological

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(The Conservation Fund)
(Clark Farm Property)
(South Fork Snake River - Bonneville County, Idaho)

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and open space values as defined in Idaho Code § 55-2101, *et seq.*, and provides natural habitat for native plants and animals, all as further described herein.

C. Protection of the Property will contribute to the conservation of the ecological integrity of the South Fork Snake River, and natural habitat for wildlife, fish and plants. Protection of the Property will contribute to the conservation of the ecological health and functionality of the South Fork Snake River canyon, open, agricultural lands, native rangeland vegetative in their current condition, and will provide habitat for moose, mule deer, elk, whitetail deer (year round habitat), mountain lion, black bear, forest grouse and cutthroat trout, brown trout, rainbow trout, mountain whitefish, and other fish and wildlife as well as maintain scenic and open space values along the South Fork Snake River. The South Fork Snake River corridor provides crucial habitat for over 120 different bird species, including Great blue heron, Sandhill cranes (nesting and brood rearing habitat and migration habitat). Many of the bird species are neotropical migrants. The corridor provides habitat for 28 other sensitive bird species, including 21 raptor species. The South Fork Snake River corridor also provides one-half of Idaho's bald eagle productivity and is an important winter roosting area for the bald eagle. The South Fork Snake River supports Idaho's largest native cutthroat trout population. The South Fork Snake River also supports fishing, river floating, bird watching, sightseeing and other recreational activities. A report by the United States Fish and Wildlife Service rates this area as Idaho's most valuable, diverse and unique ecosystem. The South Fork Snake River is considered eligible for study and possible inclusion in the National Wild and Scenic River System.

D. The specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated April 23, 2002, entitled "Clark Farm Property Baseline Documentation Report", attached hereto as Exhibit C and incorporated by this reference, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant ("**Baseline Documentation Report**" or "**BDR**"), and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

E. The Grantor intends that all or some combination of the Conservation Values of the Property be preserved and maintained forever by the continuation of land use patterns, including but not exclusively limited to those relating to agriculture, ranching, limited residential, low impact outfitting and low impact recreation such as hiking, horseback riding, cross country skiing, hunting, trap and skeet shooting, snowmobiling and other similar uses, which the Grantee acknowledges and agrees do not significantly impair or interfere with the Conservation Values.

F. The Grantor further intends, as owner of the Property, to convey to the Grantee the right to preserve and protect in perpetuity, as provided for herein, the Conservation Values of the Property.

G. The Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

H. The State of Idaho has recognized the importance of private efforts toward the preservation of natural systems, open space, agricultural lands and scenic vistas in the State by the enactment of Idaho Code § 55-2101 *et seq.*

I. The Grantee is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a publicly supported organization as described in

Section 170(b)(1)(A) of the Code whose purpose is to preserve and protect natural, scenic, agricultural, and open space resources by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" to do so within the meaning of Section 170(h)(3) of the Code.

J. The Board of Directors of the Grantee has duly adopted a resolution approving the execution, and acceptance of Grantor's conveyance of this Conservation Easement.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Idaho, and in particular Idaho Code § 55-2101 *et seq.*, Grantor hereby voluntarily grants and conveys to the Grantee, its successors and assigns, a Conservation Easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property (the "**Easement**").

1. Purpose.

It is the purpose of this Easement to assure that the Property will remain forever predominantly in a combination of its agricultural, scenic, natural and open space condition, subject to the uses of the Property permitted hereunder, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and, in the event of their degradation or destruction, to restore such Conservation Values of the Property. It is further the specific purpose of this Easement to conserve important habitat for fish and wildlife, open space, natural visual landscape values, to conserve the diverse forest and rangeland vegetative communities and the wildlife inhabiting these communities, and to protect the South Fork Snake River, to allow agriculture, limited residential and recreational uses. Furthermore, it is also the purpose of this Easement to insure the continuation of agricultural and ranching operations without unmanageable restrictions, to remove the right to develop housing and buildings on the Property, except as specifically permitted herein, and to preserve the ecology of the Property, subject to the terms of the Easement herein. Pursuant to the terms of Idaho Code § 55-2101 *et seq.*, the Property preserved hereby may not be converted or directed to any other uses other than those provided herein.

2. Baseline Documentation Report.

The parties acknowledge that the Baseline Documentation Report attached hereto as **Exhibit C**, has been prepared, reviewed and approved by the Grantee and the Grantor. The parties acknowledge that the Baseline Documentation Report is intended to establish the condition of the Property subject to the Easement as of the date written above (the "**Effective Date**") and that the Grantor, the BLM and the Grantee have acknowledged in a signed statement, a copy of which is attached hereto as **Exhibit C-1**, that the Baseline Documentation Report accurately represents the condition of the Property on the Effective Date.

The parties agree that, in the event a controversy arises with respect to the condition of the Property as of the Effective Date, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from utilizing all other relevant or material documents, surveys, reports, and other information to determine the condition of the Property as of the Effective Date.

3. Rights of the Grantee.

To accomplish the purpose of this Easement, Grantor conveys the following rights to the Grantee, its successors in interest and assigns, by this Easement:

(a) The Grantee shall have the right to preserve and protect in perpetuity, and in the event of their degradation or destruction, to restore the Conservation Values of the Property to their condition prior to the degradation or destruction. In the event the Grantor, its agents or assigns (but not trespassers), undertakes any activity which is prohibited on the Property, the Grantor shall be responsible for paying reasonable costs of restoration incurred by the Grantee in returning the Property to the its condition prior to the undertaking of the prohibited activity.

(b) The Grantee shall have the right to enter upon the Property for not more than two inspection periods annually to inspect the Property thoroughly, at reasonable times, upon 5 days prior written notice, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement. Each inspection period is not to exceed 24 hours in duration. In the case where the Grantee has determined that immediate entry is necessary, a reasonable attempt will be made to notify the Grantor by phone or, if it is known that the Grantor is in Bonneville County, Idaho, in person. The Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property when exercising any such monitoring rights. The Grantor shall have the right to accompany the Grantee during such monitoring and the Grantee shall make every effort to coordinate the scheduling of the monitoring with the Grantor;

(c) The Grantee shall have the right to prevent any activity on or use of the Property other than those specifically reserved in Paragraph 4 and subparts, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use as provided in Paragraph 9, herein; and

(d) The Grantee shall have the right to place and maintain on the perimeter of the Property signs, as appropriate, indicating that a conservation easement is held by the Grantee on the Property. The size of the sign and the location, design and content of such shall be determined through mutual agreement of the Grantor and the Grantee, and shall be in accordance with Bonneville County signage regulations.

(e) In addition to the right to enter onto the Property described in Paragraph 3(b), the Grantee shall have the right to enter onto the Property not more than twice per year upon 48-hour notice, for the purpose of conducting scientific studies, testing and monitoring. Any such entry onto the Property shall be for only such duration and purpose as does not interfere with the use and enjoyment of the Property by the Grantor, unless agreed upon in advance by the Grantor and the Grantee.

4. Consistent Uses of the Property, such as Agriculture, Residential Homesite, and Recreation.

The Property may be used for agricultural and ranching purposes, limited livestock grazing, a Residential Homesite Area and Structures, low impact outfitting and low impact recreational purposes, such as hiking, horseback riding, cross country skiing, non-permanent camping, hunting, trap and skeet shooting, snowmobiling, and other similar uses in accordance with applicable laws and regulations, as further provided herein, and for the following uses and practices by Grantor, all of which, though not an exhaustive recital, are consistent with the Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior

approval by the Grantee. Procedures for prior approval are listed below. The remainder of these consistent uses shall not be precluded, prevented, or limited by the Easement.

A. Agriculture.

Grantor has the right to utilize the Property for agricultural uses consistent with the terms of this Easement, provided that sound farm management techniques are utilized which do not materially degrade the condition of the Property, and which preserve the Conservation Values of the Property. Any cultivated fields will remain in native or similar to native plantings, dry farm grain or hay. Grantor has the right to plant barley or corn for wildlife feed in areas not to exceed 10 acres, and other crops may be planted with the written permission of Grantee. The Grantor has the right to rehabilitate the cultivated fields in native or similar to native plantings that maintains a permanent ground cover. The Grantor has the right to enroll the cultivated fields in the Conservation Reserve Program or similar programs offered by NRCS or other agencies or organizations.

Grantor has the right to build and maintain water and sediment control basins on the Property for soil protection and water quality protection utilizing the United States Department of Agriculture, Natural Resources Conservation Service's (NRCS) standards, attached hereto as **Exhibit F**. The Property lies within the Granite Creek Water Quality Project, currently administered by the Eastside Soil Conservation District.

B. Livestock.

Grantor and/or Lessee have the right to graze livestock on the Property consistent with the terms of this Easement, provided that sound range management techniques are utilized which do not materially degrade the condition of the Property, and which preserve the Conservation Values of the Property. For the purpose of this Easement, the term "sound range management techniques" shall mean to raise, pasture, feed, graze, water and care for livestock in a manner which maintains and improves local range conditions, protects water quality and the Conservation Values of the Property. Grazing and ranching activities in proper practice preserve some of the Conservation Values on the Property. Grantor is permitted to construct livestock facilities on the Property, including one barn not to exceed 2,500 square feet in size, corrals, fencing, watering, feeding and shade areas as reasonably necessary for a limited ranching operation on the Property and consistent with the terms of the Easement, herein. These facilities may not be visible from the River, unless permitted in advance in writing by the Grantee after the Grantee has determined the location is consistent with the preservation of the Conservation Values of the Property. Grantor shall fence the Property to keep livestock on the Property and off of adjoining properties owned by other persons or entities.

C. Residential Homesite Area.

For the purposes of this Easement the Grantor is permitted to construct buildings (the "**Residential Structures**") on the portions of the Property referred to as the "**Homesite Area**", which is described on the attached **Exhibit A-1** and depicted on the attached **Exhibit B**, **Exhibit B-1** and generally depicted on **Exhibit B-1a**. The Homesite Area may not be subdivided or otherwise separated from the Property. Nothing in this Easement shall be construed by any party to prevent Bonneville County from issuing a Building Permit for the Residential Structures permitted herein. Prior to any development or construction on the Homesite Area, Grantor shall notify Grantee of such construction plans and give Grantee 45 days to provide written comments and suggestions on the construction plans. Grantee may conduct an on-site visit to assess the construction plans for the Homesite Area. All parties

will bear their own costs associated with the development and evaluation of the plans related to the construction of the Residential Structures in the Homesite Area. To protect nesting bald eagles and other wildlife, the following restrictions apply to the Homesite Area.

1. Size. The Residential Structures combined shall not exceed a total of 8,500 square feet in size (excluding any area of the structure below the natural grade of the ground) including all decks, outbuildings, patios, porches, and other improvements or structures. No structure may exceed 20 feet above the natural height of the ground.
2. Materials and Colors. The exterior of all Residential Structures shall consist of non-reflective, earth-tone materials, so as to substantially blend with the surrounding area and not stand out. All exterior colors used on any portion of the Residential Structures must be all natural and similar to those colors in the natural surroundings of the Homesite Area to allow the Residential Structures to blend in with the environment.
3. Landscaping. The Homesite Area must be re-vegetated within two planting seasons after construction in order to cover any bare or disturbed areas, to prevent weed infestation, to control erosion and to shelter and conceal Residential Structures that are substantially visible from the River. Landscaping is limited to non-invasive species and native species are encouraged.
4. Visibility. The Residential Structures shall be constructed so as not to be substantially visible from the South Fork Snake River. In the event that a silhouette is created by a Residential Structure or the Residential Structure is substantially visible, screening, natural vegetation, use of natural hillsides and slopes, landscaping or other means shall be used immediately to limit the visibility of the Residential Structures from the River.
5. Access Road. An access road may be constructed across the Property to access the Homesite Area, and it shall not be substantially visible from the River. If the Access Road is substantially visible from the River, it shall immediately be screened using natural vegetation, slopes, landscaping or other means consistent with the terms of the easement. The access road shall not exceed 24 feet in width and shall consist of natural, hardened materials. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other paving material. The location of the Access Road shall be as generally described and depicted in Exhibit D.
6. Utilities. The Homesite Area shall be serviced by underground utilities only; however one power pole is permitted on the Property near Highway 26 from which the utility company can initiate underground utilities to the Homesite Area and livestock facilities. Water wells, and related water delivery facilities may be constructed in the Homesite Area to service the Residential Structures, provide stock water for any livestock permitted within the Homesite Area, and for irrigation of permitted landscaping. Any ground or vegetative disturbances created by construction of the underground utilities and/or water delivery systems shall be rehabilitated. Small satellite dish(es), not to exceed 36 inches in diameter, may be constructed on or adjacent to the Residential Structures so long as the dishes are not substantially visible from the river. A weather station consisting of a single tower, not to exceed thirty feet may be constructed within the Homesite Area and constructed for example as generally described in Exhibit E. The weather station may not be significantly visible

from the River and all efforts shall be made to minimize its visual impact on the river, including reflectivity and overall height of the tower.

7. Road and Residential Structure Construction. Construction of the portion of the Access Road which is more than one-half mile from Highway 26, or of any roads within the Homesite Area, the Residential Structures, or other improvements shall only be allowed annually between July 15 and January 31.

D. Recreational Use.

Grantor may use the Property for low impact recreational uses including, but not limited to, hiking, biking, cross-country skiing, non-permanent camping, snow shoeing, hunting, horseback riding, snowmobiling, overnight camping, trap and skeet shooting, photography, and motorized vehicles as long as no new, permanent roads or trails are created. All uses must not harm the Conservation Values of the Property and must be in accordance with applicable laws and regulations, including those of the State of Idaho.

E. Trails.

Grantor shall have the right to construct and maintain trails on the Property for hiking, biking, horseback riding, cross-country skiing and other passive recreational uses. The trails shall not exceed 4 feet in width and shall be dirt or covered only in natural materials. The trails shall not be surfaced with paving materials, concrete or other permanent materials, and shall not be visible from the River. To protect nesting bald eagles, no new trails shall be constructed within 1,320 feet of any known, active bald eagle nest. An active nest shall be defined by the presence of (i) an incubating bald eagle(s), eggs or young; (ii) a nest constructed during the current breeding season; (iii) fresh nesting materials in a previously existing nest. A nest will be considered active for two years after the last known presence of any of the above-mentioned criteria. A trail may be constructed from the Homesite Area to the Overlook Rock, as identified in Exhibit H, consistent with the terms of the Easement. Trail construction below the South Fork Snake River canyon rim shall be permitted annually between July 15 and January 31.

F. Lease.

Grantor has the right to lease the Property for the Consistent Uses of the Property, or any part hereof, as defined in Paragraph 4, provided such activities conform to applicable laws and regulations and are consistent with the protection of the Conservation Values of this Easement. Grantor shall discuss with any lessee the limitations on the use of the Property contained in this Easement. All such leases shall be in writing and shall provide that the lessee shall comply with the terms of this Easement. Grantor shall provide a copy of any such lease to the Grantee within thirty (30) days after its execution.

G. Fences and Gates.

Among the important Conservation Values of the Property is the migration of wildlife across the Property. It is important that fencing is kept to a minimum, provided that Grantor shall construct fencing to prevent access by livestock to adjoining public lands and other properties. Grantor shall not construct fences on the Property except as follows:

Fencing and gates may be constructed, maintained, repaired or reconstructed as necessary for ranching and for privacy and security for the permitted uses on the Property, provided that it does not have a material adverse impact on the Conservation Values of the Property. The fencing and

gates shall be compatible with the migration of wildlife across the Property as determined by the Grantee or the Bureau of Land Management (the "BLM"). No mesh or woven wire fences shall be allowed. Fences shall be limited to three (3) strands of wire or three (3) rails and 42 inches in height. The lowest strand shall be at least 18 inches above the ground. Fencing to exclude wildlife from small areas including the Homesite Area is permitted. Fencing, including mesh or woven wire fences, to protect plantings and landscaping and exclude wildlife from small areas shall be permitted.

H. Removal of Trees and Vegetation.

Grantor may cut or remove trees, shrubs, or vegetation (1) that present a safety hazard; (2) for construction of the trails permitted herein; (3) for non-commercial, traditional uses on the Property including, but not limited, use for Christmas trees and furniture building; and (4) for the construction of the Residential Structures and Access Road in the Homesite Area, as permitted herein.

I. Weeds and other pests.

Grantor has the right to control weeds and other pests such as Mormon crickets, grasshoppers, etc.. in a manner consistent with state laws, subject to the following:

- (i) All control techniques shall be consistent with the labeled instructions of the application materials which constitute the reasonable minimum necessary to control and/or eradicate the weeds, and which reasonably minimize impacts on the Conservation Values of the Property.
- (ii) Biological (insect) control of weeds which do not materially adversely impact any of the Conservation Values of the Property shall be deemed consistent with the purposes of this Easement.
- (iii) Aerial application of pesticides and herbicides is permissible provided that such application shall be conducted in a manner so as to minimize adverse impact to wildlife and native habitat on the Property.

J. Predatory Animals.

Grantor has the right, on the Property, to control predatory and problem animals consistent with laws and regulations, as Grantor determines is reasonably necessary and in a manner which is not inconsistent with the conservation purposes of this Easement, by the use of selective control techniques, which shall be limited in their application to specific animals which have caused damage to or threat to livestock or other property, and provided further, that Grantor shall have no right to use cyanide guns, poison bait, traps or other non-selective control techniques.

K. Storage of Materials.

Materials for use on the Property shall be stored in areas which do not materially or visually adversely impact the Conservation Values of the Property.

L. Activities.

If species listed under the Endangered Species Act or other species of special concern are located on the Property, Grantee shall notify Grantor. Grantee may make specific recommendations in writing to Grantor to modify Grantor's activities or the locations of such activities, as permitted as consistent uses in Paragraph 4 herein, in order to assist in the protection of those species and their habitat.

5. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. Subdivision.

The Property is currently owned in two ownerships referred to as the "Clark Parcels" (Tracts 1, 3, 5, 7 and 8 described on the attached **Exhibit A-2**) and the "Johnson Parcels" (Tracts 2, 4, 6, and 9 described on the attached **Exhibit A-2**) (collectively the "**Parcels**"). It is the intention of this paragraph to permit the current ownership to continue, while requiring the Clark Parcels and the Johnson Parcels to be combined into a single ownership at such time as any sale of either set of Parcels occurs. Accordingly, the current owners may continue to own the Clark Parcels and the Johnson Parcels in their existing two different ownerships. In addition, the owner of the Clark Parcels may only sell or transfer the Clark Parcels to the owner of the Johnson Parcels. Similarly, the owner of the Johnson Parcels may only sell or transfer the Johnson Parcels to the owner of the Clark Parcels. If the owners of both the Clark Parcels and the Johnson Parcels wish to sell or transfer the Parcels, then the Parcels must be conveyed as a whole into a single ownership. At all times the Homesite Area and Residential Structures shall remain in the same ownership as the Property. Any partition, division or subdivision or *de facto* subdivision of the Property is prohibited.

B. Buildings, Structures, Trails or Roads.

The construction of any additional buildings, other structures, trails, roads and/or improvements is expressly prohibited, except as specifically provided in Paragraph 4 of this Easement. No permanent camping facilities, mobile homes, house-trailers, Quonset huts or similar structures, bridges, above ground utilities or other improvements of any kind shall be erected or placed anywhere on the Property, unless otherwise permitted herein.

C. Mining.

The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance from the Property is prohibited. Low-impact collection of limited quantities of exposed rock and other exposed minerals is permissible provided that it is for non-commercial use on the Property and is conducted in such a manner that does not significantly impact the Conservation Values of the Property.

D. Topographical Changes.

No plowing, tilling, excavating, grading, cut and fill, berming, quarrying, road construction or other similar material topographical changes shall occur on the Property, except as specifically permitted in the Easement. No excavating, grading, cut and fill, berming, road construction or other similar material topographical changes shall negatively impact the Property and other Conservation Values of

the Property, except that ordinary maintenance, repair and replacement of existing roads, fences, gates, trails shall be allowed.

E. Signs and Billboards.

Subject to the provisions of paragraph 3(d) above, no commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for an appropriate and customary ranch identification sign, "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or for lease, and "no trespassing" signs. No signs shall materially or visually adversely impact the Conservation Values of the Property.

F. Commercial Timber Harvesting.

Commercial timber harvesting on the Property shall be prohibited.

G. Roads, Paving.

No additional roads shall be constructed on the Property except as specifically permitted in the Easement. Existing roads may be maintained but not expanded or improved. Roads may be covered with non-permanent substances approved by Grantee for dust abatement purposes. These approved dust abatement substances include water and magnesium sulfate. Cement pads may be constructed within the Homesite Area for the homesite garage, turnaround and parking areas to reduce dust, mud and assist with snow removal. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other permanent paving material, without the permission of the Grantee.

H. Trash.

The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.

I. Hazardous Materials.

The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse on the Property is prohibited.

Notwithstanding anything in this Easement to the contrary, this prohibition does not make the Grantee an owner of the Property, nor does it permit the Grantee to control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Grantee may bring an action to protect the Conservation Values of the Property, as described in this Easement. (This prohibition does not impose liability on the Grantee, nor shall the Grantee be construed as having liability as a "responsible party" under CERCLA or similar federal or state statutes.)

J. Utilities.

Except as allowed under existing utility easements, or under any additional utility easements or that may be taken pursuant to an exercise of eminent domain, no new utility transmission lines shall be constructed or allowed on the Property except underground utilities to the Homesite Area permitted in the Easement.

K. Retail, Commercial or Industrial Activity.

No commercial, industrial or retail uses shall be allowed on the Property, except those limited agricultural and ranching uses expressly permitted in Paragraph 4A and 4B, herein. Some examples, without being an exhaustive list, of such prohibited uses are: hotels, motels, guest ranches, retail shops or stores, restaurants, commercial feedlots, calving operations, commercial meat or poultry processing facilities, commercial nurseries, commercial greenhouses, sawmills or logging operations or facilities, retail outlets, and other similar intensive uses. Commercial game ranching with confined, native wildlife shall not be permitted. Commercial bird hunting is permitted; however, the release of birds is limited to Hungarian partridge, Chukar partridge, pheasants and quail. The release of Turkeys, Sharp-tail grouse, Ruffed grouse, and Sage grouse is specifically prohibited to prevent disease and cross breeding with native populations. Commercial game ranching with confined, native wildlife shall not be permitted. Specifically, domestic cervidae farming as defined in Title 25, IDAPA 02.04-3.365, Idaho Code is not permitted. Low-impact outfitting is permitted.

L. Water Pollution.

The material degradation or pollution of any surface or sub-surface water on the Property is prohibited, above and beyond that which may occur from normal agricultural practices or uses which are permitted hereunder.

M. Drainage; Construction of Water Facilities.

Any new draining of any surface or subsurface water on the Property is prohibited, except as specifically permitted in the Easement. The construction of any wells, above-ground water facilities, including pumps, pipelines, ponds, ditches and similar improvements, is prohibited, except for the water wells and related water delivery facilities for the Homesite Area, without the advance written approval of the Grantee, which approval may be withheld in the sole discretion of the Grantee.

N. Non-Native Species.

The intentional introduction of non-native plant or animal species is prohibited except for agricultural uses, livestock grazing, the use of insects for biological weed control and within the Homesite Area as provided herein.

O. Trapping

The trapping and hunting of any non-game animals is prohibited, except as allowed under Paragraph 4(J), above.

P. Air Facilities.

The construction of any airstrip or helipad is prohibited. No aircraft of any type may be stored on the property for more than 3 consecutive days. Non-commercial planes may land from time to time on the Access Road at a limited frequency so as to not adversely affect the Conservation Values of the Property.

6. Reserved Rights.

Grantor reserves to himself and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

7. Notice of Intention to Undertake Certain Permitted Actions.

The purpose of requiring Grantor to notify the Grantee prior to undertaking certain permitted activities, as identified herein, is to afford the Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify the Grantee in writing not less than forty-five (45) days prior to the date Grantor 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 the Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. The Grantee's Approval.

Whenever this Easement requires that Grantor obtain the Grantee's approval of any activity on or use of the Property, such approval shall not be unreasonably withheld or delayed. Where the Grantee's approval is required, the Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request therefore. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this Easement; the reason(s) for such determination shall be set forth with specificity by the Grantee in such written notice to Grantor. Where a reasonable modification of such proposed use or activity by Grantor would render the same consistent with the purpose of this Easement, the Grantee shall specify, in such written notice to Grantor, such required modifications. In the event the Grantee does not provide a written response to the Grantor within fifteen (15) days after receipt of the notice, the requested action shall be deemed approved.

9. Enforcement.

The Grantee shall have the right to prevent and correct, or require correction, of violations of the terms and purpose of this Easement. The Grantee may enter the Property for the purpose of monitoring this Easement and inspecting for violations as provided in paragraph 3(b), above. If the Grantee finds what it reasonably believes is a violation, the Grantee shall immediately notify Grantor in writing, of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to the Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity which could increase or expand the alleged violation during the mediation process. When, in the Grantee's reasonable opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, the Grantee may, in its sole discretion, take appropriate legal action. Further, should mediation fail to resolve the dispute, the Grantee may, in its sole discretion, take appropriate legal action. If a court with jurisdiction determines, according to applicable law or rules of the court, that a violation is imminent, exists, or has occurred and that there is a likelihood of immediate and irreparable harm, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an order

to require Grantor to restore the Property to its condition prior to the violation. Nothing in this paragraph limits the Grantor from protecting its rights at law or in equity.

10. Costs of Enforcement.

Each party shall bear its own costs and expenses, including costs of suit and attorneys' fees, in enforcing the terms of this Easement. If a violation by Grantor is determined to have occurred in a court of competent jurisdiction, any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.

11. The Grantee's Discretion.

Enforcement of the terms of this Easement shall be at the sole discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

12. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm, and earth movement, acts of God or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Limited Public Access Created.

Public access is permitted for non-motorized activities on that portion of the Property as depicted in **Exhibit G** ("The Public Access Parcels"). Access to the Public Access Parcels shall be from the River only. No public access is allowed to the balance of the Property. The Grantee shall have the right to access the Property in accordance with Paragraph 3(b) herein. This does not prohibit the Grantee from assigning this Easement.

14. Costs and Liabilities.

Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication. The title insurance for the Deed of Conservation Easement shall insure the Grantee against any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor prior to the granting of this Deed of Conservation Easement. Any mortgage or deed of trust which encumbers all or a portion of the Property shall be subordinate to the terms of this Conservation Easement and the foreclosure of any such mortgage or deed of trust shall not adversely affect the existence or continuing validity of this Conservation Easement.

15. Taxes.

Grantor shall pay before tax sale all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of this Easement, and shall furnish the Grantee with satisfactory evidence of payment upon request. The Grantee is authorized, but in no event obligated, to make or advance any payment of Taxes, upon ten (10) days prior written notice to Grantor. Grantor shall be liable for reimbursement to Grantee of any valid and accurate tax paid by the Grantee.

16. Liability.

Grantor shall hold harmless, indemnify, and defend the Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property, unless due to the negligence of any of the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law. In the event of acquisition of the interest of the Grantee by the United States, the United States, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 USC 1346, 2671-2680), shall be liable for, and shall hold Grantor harmless from, claims for damage or loss of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal government while acting within the scope of his office or employment under the terms of this Easement.

17. Change of Circumstances; Extinguishment.

If circumstances arise in the future which render the purpose of this Easement 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. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Grantee 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 determined, unless otherwise provided by Idaho law at the time, in accordance with the "Proceeds" paragraph 18 below.

In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of the Grantor, or his heirs, successors, or 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.

18. Proceeds.

This Easement constitutes a real property interest immediately vested in the Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable solely to improvements which are allowed by this Easement) by 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 of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

19. Condemnation.

If the Easement is taken or conveyed, in whole or in part, by threat or exercise of the power of eminent domain, the Grantor and the Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law.

20. Assignment - Easement Transferable.

The Grantor acknowledges the intention of the Grantee to transfer this Easement to the United States of America, for the benefit of the Department of the Interior, Bureau of Land Management (the "BLM") and this Easement is transferable by the Grantee to the BLM without further approval of the Grantor. This Easement is transferable by the Grantee to other parties but the Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; and (b) authorized to acquire and hold conservation easements under Idaho law; and (c) approved as a transferee by the Grantor which approval shall not be unreasonably withheld by the Grantor. As a condition of such transfer, the Grantee shall require the transferee to expressly agree, in writing, to carry out and uphold the conservation purposes of this Easement and otherwise assume all of the obligations and liabilities of the Grantee set forth herein or created hereby. After such transfer, the Grantee shall have no further obligation or liability under this Easement. If the Grantee desires to transfer this Easement to a qualified organization having similar purposes as the Grantee, but the Grantor unreasonably refuses to approve the transfer, a court with jurisdiction shall transfer the Easement to another qualified organization having similar purposes which agrees to assume the responsibilities of the Grantee.

21. Subsequent Transfers by Grantor.

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property. Grantor agrees that it will reflect in any leasehold interest granted by Grantor that the lease is subject to and subordinate to the terms of this Easement. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. A failure to give notice, however, shall not invalidate a transfer of the Property.

22. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall be either served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor:

At the addresses shown above

To the Grantee:

The Conservation Fund
1800 North Kent Street, Suite 1120
Arlington, VA 22209
Attention: General Counsel

with copies to:

The Conservation Fund
Northwest Office
P.O. Box 1524
Sun Valley, ID 83353
Attn: Mark Elsbree

Upon assignment notice to:

Bureau of Land Management
Upper Snake River District Office
1405 Hollipark Drive
Idaho Falls, ID 83401
Attention: Idaho Falls Field Manager

23. Recordation.

The Grantee shall record this instrument in timely fashion in the official records of Bonneville County, Idaho, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate to promote the purpose of this Easement and the protection of the Conservation Values of the Property, Grantor and the Grantee are free to jointly amend this instrument; provided that no amendment to this Easement shall allow the subdivision of the Property or development thereof, except as provided for herein, and provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable law; and provided, further, that no amendment shall adversely affect the Conservation Values of the Property or the purposes for which this Easement was acquired. Any amendment shall not affect its perpetual duration. Any amendment must be in writing, and signed by both parties, and recorded in the records of the Recorder of Bonneville County, Idaho.

25. General Provisions.

A. Controlling Law.

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

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Idaho Code § 55-2101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. 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 as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. 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.

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Joint Obligation.

In the event the Property is subsequently owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Easement upon Grantor.

G. Successors.

The 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, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that a party's liability for acts or omissions occurring prior to transfer shall survive transfer.

I. 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.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Grantee have executed this Deed of Conservation Easement on the day first written above.

GRANTOR:

THE LIVING TRUST OF CECILIA M. CLARK, Cecilia M. Clark, Trustee

Cecilia M. Clark trustee
Cecilia M. Clark, Trustee

STATE OF Idaho)

COUNTY OF Bonneville) ss:

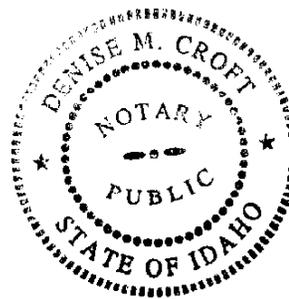
On this 23rd day of April, in the year 2002, before me ~~the undersigned~~ personally appeared Cecilia M. Clark, known or identified to me, to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that she executed the same as such as Trustee of The Living Trust of Cecilia M. Clark, as Grantor.

WITNESS my hand and official seal.

My commission expires: 27-04

(SEAL)

Denise M. Croft
Notary Public



GRANTOR:

~~THE~~ PAMELA JEAN CLARK TRUST, Pamela J. Johnson, Trustee

Pamela Jean Johnson, trustee
Pamela J Johnson, Trustee

STATE OF Idaho)

COUNTY OF Bonneville) ss:

On this 23rd day of April, in the year 2002, before me the undersigned personally appeared Pamela J. Johnson, known or identified to me, to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that he (or they) executed the same as such Trustee of The Pamela Jean Clark Trust, as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

*Notary in Bonneville County
Commission Expires 2-27-04*

(SEAL)

Denise M. Croft
Notary Public



Accepted:

The GRANTEE:

THE CONSERVATION FUND, a Maryland Nonprofit Corporation

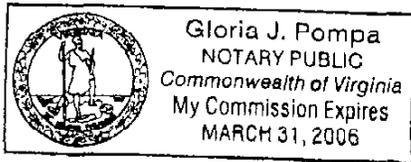
by: Richard E. Edman

its: Exec. V.P.

Commonwealth of VIRGINIA)
)ss.
COUNTY OF ARLINGTON)

On this 16th day of April, 2002, before me, Gloria J. Pompa the undersigned Notary Public in and for the Commonwealth of Virginia, personally appeared Richard L. Edman known to me to be the EXEC. VICE PRESIDENT of the corporation that executed the instrument or the person(s) who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



Gloria J. Pompa
Notary Public for the State of Commonwealth of VIRGINIA
Residing at: ALEXANDRIA, VA
My Commission Expires: 3/31/06

Exhibit A

Clark Farm Conservation Easement Legal Description

A TRACT OF LAND LYING IN BONNEVILLE COUNTY, STATE OF IDAHO, IN SECTIONS 7, 18, 19 AND 20 OF TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN, AND SECTION 24 OF TOWNSHIP 2 NORTH, RANGE 42 EAST OF THE BOISE MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 10 AND 11, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN.

LOTS 1, 2, 3 AND 4, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN.

THE NORTH 1/2 OF THE NORTHWEST 1/4, NORTH 1/2 OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN.

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN.

THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 42 EAST OF THE BOISE MERIDIAN.

Exhibit A-1

Clark Farm Conservation Easement Legal Description for Homesite

A TRACT OF LAND LYING IN BONNEVILLE COUNTY, STATE OF IDAHO, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18; THENCE N 88°19'42" E ALONG THE NORTH LINE OF SAID SECTION 2551.52 FEET TO THE NORTH 1/4 SECTION CORNER; THENCE S 00°52'21" E ALONG THE MERIDIONAL CENTERLINE OF SECTION 1433.40 FEET; THENCE N 90°00'00" W A DISTANCE OF 109.97 FEET TO THE POINT OF BEGINNING; THENCE S 66°00'00" W A DISTANCE OF 435.60 FEET; THENCE N 24°00'00" W A DISTANCE OF 500.00 FEET; THENCE N 66°00'00" E A DISTANCE OF 435.6 FEET; THENCE S 24°00'00" E A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.00 ACRES MORE OR LESS.

ATTACHED LEGAL DESCRIPTION

Order No.: IF49678

TRACT 1:

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 7: Government Lots 10 and 11

TRACT 2

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 7: E $\frac{1}{2}$ SW $\frac{1}{4}$

TRACT 3

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 18: Government Lots 1, 2, 3 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$

LESS AND EXCEPTING THEREFROM: Beginning at the South Quarter corner of Section 18, and running thence North to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said section; thence West to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said section; thence Southeasterly to the the point of beginning.

ALSO LESS AND EXCEPTING any of the following that lies within the above described tract: Beginning at the Northeast corner of Section 24, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, running thence S.89°55'59"W. along the Section line 1325.15 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence S.00°30'05"E. along the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 816.75 feet to the true point of beginning; running thence S.61°05'26"E. 483.93 feet to a point of curve having a radius of 1083.57 feet and chord that bears S.66°07'55"E. 190.44 feet; thence to the left along said curve 190.69 feet through a central angle of 10°04'58"; thence S.71°10'24"E. 117.06 feet to a point of curve having a radius of 7.98 feet and chord that bears N.68°03'07"E 10.42 feet; thence to the left along said curve 11.35 feet through a central angle of 81°32'58"; thence N.27°16'38"E. 1308.68 feet to the Southwest corner of Section 18, Township 2 North, Range 43 East of the Boise Meridian; thence N.00°30'13"W along the West line of said Section 18 a distance of 721.85 feet to a point of curve having a radius of 315.55 feet and a chord that bears N.20°07'55"E. 222.41 feet; thence to the right along said curve 227.29 feet through a central angle of 41°16'16"; thence N.40°46'03"E. 1096.40 feet to a point of curve having a radius of 758.00 feet and a chord that bears N.48°48'25"E. 212.02 feet; thence to the right along said curve 212.72 feet through a central angle of 16°04'44"; thence N.56°50'47"E. 352.42 feet to the west line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18; thence S00°42'08"E. along the West line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18 a distance of 118.51 feet; thence S.56°50'47"W 288.83 feet to a point of curve having a radius of 658.00 feet and a chord that bears S.48°48'25"W. 184.05 feet; thence to the left along said curve 184.65 feet through a central angle of 16°04'44"; thence S.40°46'03"W. 1096.40 feet to a point of curve having a radius of 215.55 feet and a chord that bears S.20°07'55" W 151.93 feet, thence to the left along said

LEGAL DESCRIPTION

(Continued)

Order No.: IF49678

curve 155.26 feet through a central angle of $41^{\circ}16'16''$; thence $S.00^{\circ}30'13''E$. 721.88 feet to a point of curve having a radius of 100.00 feet and a chord that bears $S.13^{\circ}23'12''W$. 48.01 feet; thence to the right along said curve 48.49 feet through a central angle of $27^{\circ}46'51''$; thence $S.27^{\circ}16'38''W$. 1308.68 feet to a point of curve having a radius of 107.98 feet and a chord that bears $S.68^{\circ}03'07''W$. 141.04 feet; thence to the right along said curve 153.69 feet through a central angle of $81^{\circ}32'58''$; thence $N.71^{\circ}10'24''W$. 117.06 feet to a point of curve having a radius of 1183.57 feet and a chord that bears $N.66^{\circ}07'55''W$. 208.01 feet; thence to the right along said curve 208.28 feet through a central angle of $10^{\circ}04'58''$; thence $N.61^{\circ}05'26''W$. 22.87 feet to the Northerly Right-of-Way line of U.S. Highway No. 26; thence $N.48^{\circ}57'35''W$. along said Right-of-Way line 471.00 feet to the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence $N.00^{\circ}30'05''W$. 1.17 feet to the True Point of Beginning.

TRACT 4

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 18: $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, ALSO Beginning at the South Quarter corner of Section 18, and running thence North to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section; thence West to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section; thence Southeasterly to the point of beginning.

TRACT 5

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 20: $NW\frac{1}{4}$ LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning at the Northwest Quarter corner of Section 20, running thence East to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence South to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence Northwesterly to the point of beginning.

TRACT 6

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 20: Beginning at the Northwest Quarter corner of Section 20, running thence East to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence South to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence Northwesterly to the point of beginning.

LEGAL DESCRIPTION

(Continued)

Order No.: IF49678

TRACT 7

Township 2 North, Range 43, East of Boise Meridian, Bonneville County, Idaho

Section 19: Government Lot 1, NE¼NW¼, N½NE¼, SE¼NE¼, LESS AND EXCEPTING any of the following that lies within the above described Tract: Beginning at the Northeast corner of Section 24, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, running thence S.89°55'59"W. along the Section line 1325.15 feet to the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 24; thence S.00°30'05"E. along the West line of the Northeast ¼ of the Northeast ¼ of said Section 816.75 feet to the true point of beginning; running thence S.61°05'26"E. 483.93 feet to a point of curve having a radius of 1083.57 feet and chord that bears S.66°07'55"E. 190.44 feet; thence to the left along said curve 190.69 feet through a central angle of 10°04'58"; thence S.71°10'24"E. 117.06 feet to a point of curve having a radius of 7.98 feet and chord that bears N.68°03'07"E 10.42 feet; thence to the left along said curve 11.35 feet through a central angle of 81°32'58"; thence N.27°16'38"E. 1308.68 feet to the Southwest corner of Section 18, Township 2 North, Range 43 East of the Boise Meridian; thence N.00°30'13"W along the West line of said Section 18 a distance of 721.85 feet to a point of curve having a radius of 315.55 feet and a chord that bears N.20°07'55"E. 222.41 feet; thence to the right along said curve 227.29 feet through a central angle of 41°16'16"; thence N.40°46'03"E. 1096.40 feet to a point of curve having a radius of 758.00 feet and a chord that bears N.48°48'25"E. 212.02 feet; thence to the right along said curve 212.72 feet through a central angle of 16°04'44"; thence N.56°50'47"E. 352.42 feet to the west line of the Northeast ¼ of the Southwest ¼ of said Section 18; thence S00°42'08"E. along the West line of the Northeast ¼ of the Southwest ¼ of said Section 18 a distance of 118.51 feet; thence S.56°50'47"W 288.83 feet to a point of curve having a radius of 658.00 feet and a chord that bears S.48°48'25"W. 184.05 feet; thence to the left along said curve 184.65 feet through a central angle of 16°04'44"; thence S.40°46'03"W. 1096.40 feet to a point of curve having a radius of 215.55 feet and a chord that bears S.20°07'55" W 151.93 feet, thence to the left along said curve 155.26 feet through a central angle of 41°16'16"; thence S.00°30'13"E. 721.88 feet to a point of curve having a radius of 100.00 feet and a chord that bears S.13°23'12"W. 48.01 feet; thence to the right along said curve 48.49 feet through a central angle of 27°46'51"; thence S.27°16'38"W. 1308.68 feet to a point of curve having a radius of 107.98 feet and a chord that bears S.68°03'07"W. 141.04 feet; thence to the right along said curve 153.69 feet through a central angle of 81°32'58"; thence N.71°10'24"W. 117.06 feet to a point of curve having a radius of 1183.57 feet and a chord that bears N.66°07'55"W. 208.01 feet; thence to the right along said curve 208.28 feet through a central angle of 10°04'58"; thence N.61°05'26"W. 22.87 feet to the Northerly Right-of-Way line of U.S. Highway No. 26; thence N.48°57'35"W. along said Right-of-Way line 471.00 feet to the West line of the Northeast ¼ of the Northeast ¼ of said Section 24; thence N.00°30'05"W. 1.17 feet to the True Point of Beginning.

TRACT 8

Township 2 North, Range 42, East of Boise Meridian, Bonneville County, Idaho

Section 24: NE¼NE¼, LESS AND EXCEPTING any of the following that lies within the above

LEGAL DESCRIPTION

(Continued)

Order No.: IF49678

described tract of land: Beginning at the Northeast corner of Section 24, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, running thence S.89°55'59"W. along the Section line 1325.15 feet to the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 24; thence S.00°30'05"E. along the West line of the Northeast ¼ of the Northeast ¼ of said Section 816.75 feet to the true point of beginning; running thence S.61°05'26"E. 483.93 feet to a point of curve having a radius of 1083.57 feet and chord that bears S.66°07'55"E. 190.44 feet; thence to the left along said curve 190.69 feet through a central angle of 10°04'58"; thence S.71°10'24"E. 117.06 feet to a point of curve having a radius of 7.98 feet and chord that bears N.68°03'07"E. 10.42 feet; thence to the left along said curve 11.35 feet through a central angle of 81°32'58"; thence N.27°16'38"E. 1308.68 feet to the Southwest corner of Section 18, Township 2 North, Range 43 East of the Boise Meridian; thence N.00°30'13"W along the West line of said Section 18 a distance of 721.85 feet to a point of curve having a radius of 315.55 feet and a chord that bears N.20°07'55"E. 222.41 feet; thence to the right along said curve 227.29 feet through a central angle of 41°16'16"; thence N.40°46'03"E. 1096.40 feet to a point of curve having a radius of 758.00 feet and a chord that bears N.48°48'25"E. 212.02 feet; thence to the right along said curve 212.72 feet through a central angle of 16°04'44"; thence N.56°50'47"E. 352.42 feet to the west line of the Northeast ¼ of the Southwest ¼ of said Section 18; thence S00°42'08"E. along the West line of the Northeast ¼ of the Southwest ¼ of said Section 18 a distance of 118.51 feet; thence S.56°50'47"W 288.83 feet to a point of curve having a radius of 658.00 feet and a chord that bears S.48°48'25"W. 184.05 feet; thence to the left along said curve 184.65 feet through a central angle of 16°04'44"; thence S.40°46'03"W. 1096.40 feet to a point of curve having a radius of 215.55 feet and a chord that bears S.20°07'55" W 151.93 feet; thence to the left along said curve 155.26 feet through a central angle of 41°16'16"; thence S.00°30'13"E. 721.88 feet to a point of curve having a radius of 100.00 feet and a chord that bears S.13°23'12"W. 48.01 feet; thence to the right along said curve 48.49 feet through a central angle of 27°46'51"; thence S.27°16'38"W. 1308.68 feet to a point of curve having a radius of 107.98 feet and a chord that bears S.68°03'07"W. 141.04 feet; thence to the right along said curve 153.69 feet through a central angle of 81°32'58"; thence N.71°10'24"W. 117.06 feet to a point of curve having a radius of 1183.57 feet and a chord that bears N.66°07'55"W. 208.01 feet; thence to the right along said curve 208.28 feet through a central angle of 10°04'58"; thence N.61°05'26"W. 22.87 feet to the Northerly Right-of-Way line of U.S. Highway No. 26; thence N.48°57'35"W. along said Right-of-Way line 471.00 feet to the West line of the Northeast ¼ of the Northeast ¼ of said Section 24; thence N.00°30'05"W. 1.17 feet to the True Point of Beginning.

TRACT 9

Beginning at the Northeast corner of Section 24, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, running thence S.89°55'59"W. along the Section line 1325.15 feet to the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 24; thence S.00°30'05"E. along the West line of the Northeast ¼ of the Northeast ¼ of said Section 816.75 feet to the true point of beginning; running thence S.61°05'26"E. 483.93 feet to a point of curve having a radius of 1083.57 feet and chord that bears S.66°07'55"E. 190.44 feet; thence to the left along said curve 190.69 feet through a central angle of 10°04'58"; thence S.71°10'24"E. 117.06 feet to a point of curve having a radius of 7.98 feet and chord that bears N.68°03'07"E. 10.42 feet; thence to the left

LEGAL DESCRIPTION

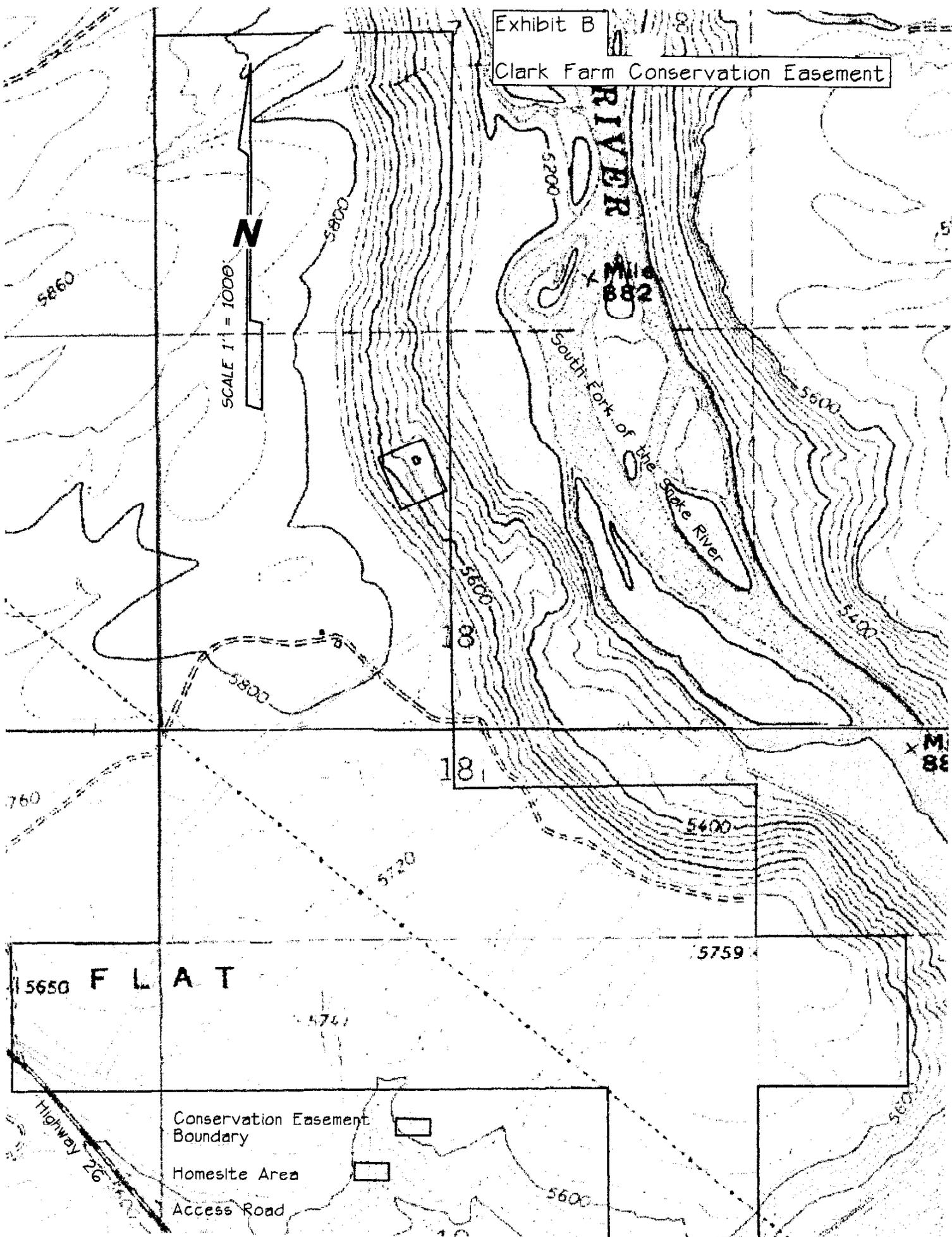
(Continued)

Order No.: IF49678

along said curve 11.35 feet through a central angle of 81°32'58"; thence N.27°16'38"E. 1308.68 feet to the Southwest corner of Section 18, Township 2 North, Range 43 East of the Boise Meridian; thence N.00°30'13"W along the West line of said Section 18 a distance of 721.85 feet to a point of curve having a radius of 315.55 feet and a chord that bears N.20°07'55"E. 222.41 feet; thence to the right along said curve 227.29 feet through a central angle of 41°16'16"; thence N.40°46'03"E. 1096.40 feet to a point of curve having a radius of 758.00 feet and a chord that bears N.48°48'25"E. 212.02 feet; thence to the right along said curve 212.72 feet through a central angle of 16°04'44"; thence N.56°50'47"E. 352.42 feet to the west line of the Northeast ¼ of the Southwest ¼ of said Section 18; thence S00°42'08"E. along the West line of the Northeast ¼ of the Southwest ¼ of said Section 18 a distance of 118.51 feet; thence S.56°50'47"W 288.83 feet to a point of curve having a radius of 658.00 feet and a chord that bears S.48°48'25"W. 184.05 feet; thence to the left along said curve 184.65 feet through a central angle of 16°04'44"; thence S.40°46'03"W. 1096.40 feet to a point of curve having a radius of 215.55 feet and a chord that bears S.20°07'55" W 151.93 feet, thence to the left along said curve 155.26 feet through a central angle of 41°16'16"; thence S.00°30'13"E. 721.88 feet to a point of curve having a radius of 100.00 feet and a chord that bears S.13°23'12"W. 48.01 feet; thence to the right along said curve 48.49 feet through a central angle of 27°46'51"; thence S.27°16'38"W. 1308.68 feet to a point of curve having a radius of 107.98 feet and a chord that bears S.66°03'07"W. 141.04 feet; thence to the right along said curve 153.69 feet through a central angle of 81°32'58"; thence N.71°10'24"W. 117.06 feet to a point of curve having a radius of 1183.57 feet and a chord that bears N.66°07'55"W. 208.01 feet; thence to the right along said curve 208.28 feet through a central angle of 10°04'58"; thence N.61°05'26"W. 22.87 feet to the Northerly Right-of-Way line of U.S. Highway No. 26; thence N.48°57'35"W. along said Right-of-Way line 471.00 feet to the West line of the Northeast ¼ of the Northeast ¼ of said Section 24; thence N.00°30'05"W. 1.17 feet to the True Point of Beginning.

Exhibit B

Clark Farm Conservation Easement



N
SCALE 1" = 1000'

STATE RIVER

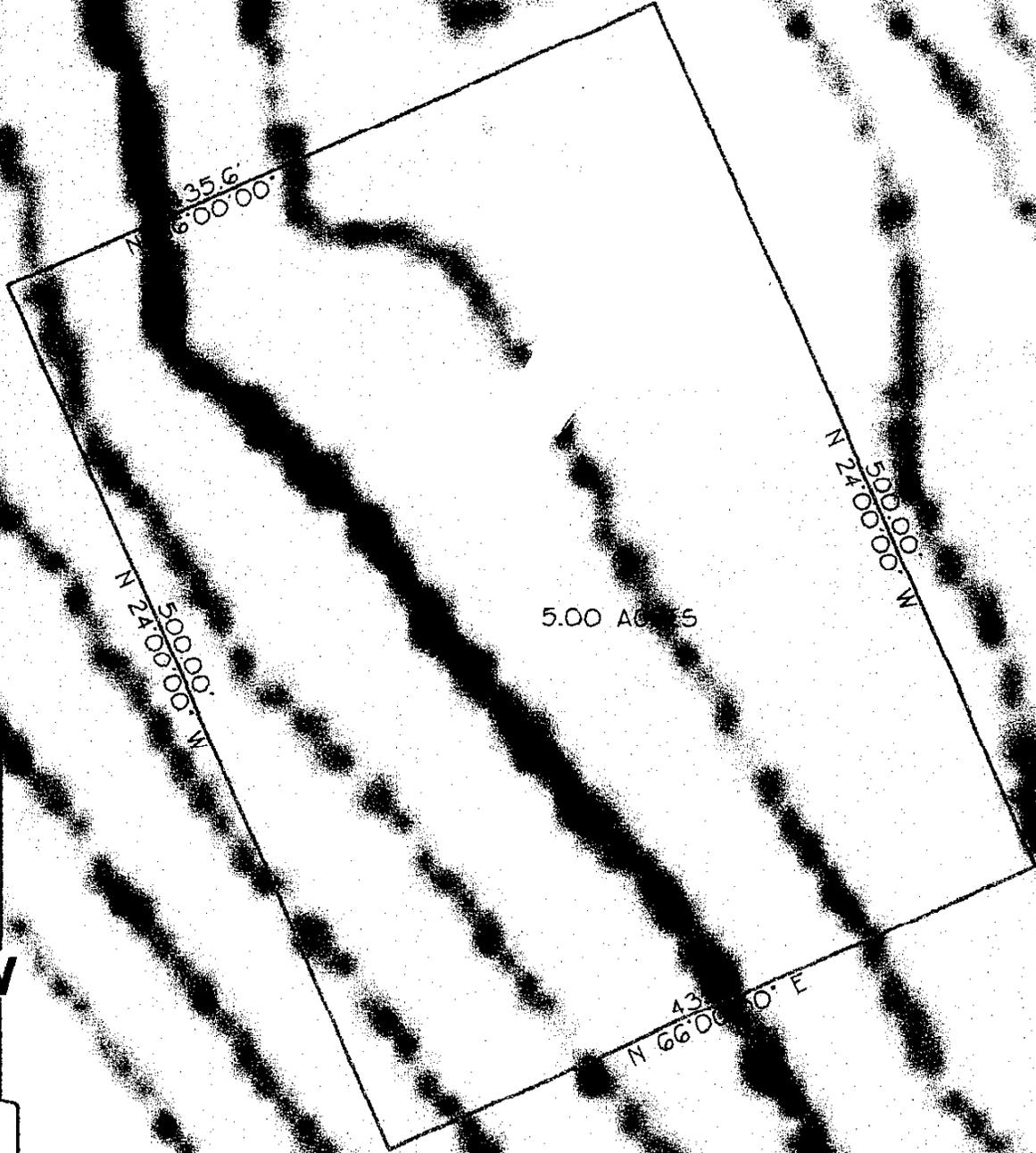
South Fork of the State River

5650 FLAT

- Conservation Easement Boundary
- Homestead Area
- Access Road

Highway 26

Exhibit B-1
Clark Farm Conservation Easement
Homesite Area



SCALE 1" = 100'

N

HOME SITE AREA

EXHIBIT C
BASELINE DOCUMENTATION REPORT
(Attached)

EXHIBIT C-1

Acknowledgment of Baseline Documentation Report

The undersigned, **The Living Trust of Cecilia M. Clark**, Trustee, and **The Pamela Jean Clark Trust, Pamela J. Johnson**, Trustee and a representative of The Conservation Fund, acknowledge that the "Clark Farm Property Baseline Documentation Report" dated 4/23, 2002 is an accurate representation of the biological and physical condition of the Clark Farm Property as of the date of conveyance of the Conservation Easement.

THE LIVING TRUST OF CECILIA M. CLARK, TRUSTEE (OWNER)

by: Cecilia M. Clark 4.23.02
(Date)
its: Trustee

THE PAMELA JEAN CLARK TRUST, PAMELA J. JOHNSON, TRUSTEE (OWNER)

by: Pamela J. Johnson 4.23.02
(Date)
its: Trustee

~~THE PAMELA JEAN CLARK TRUST, RUSSELL JAMES JOHNSON, TRUSTEE (OWNER)~~

by: _____
(Date)
its: _____

THE CONSERVATION FUND (GRANTEE)

by: Richard Edmond
its: Exec. VP.

BUREAU OF LAND MANAGEMENT (ASSIGNEE)

by: Karen E. Rice 4/23/02
(Date)
its: acting Idaho Falls Field Manager

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

WATER AND SEDIMENT CONTROL BASIN

(No.)
CODE 638

DEFINITION

An earth embankment or a combination ridge and channel generally constructed across the slope and minor watercourses to form a sediment trap and a water detention basin.

PURPOSE

To improve the farmability of sloping land, reduce watercourse and gully erosion; trap sediment; reduce and manage onsite and downstream runoff, and improve downstream water quality.

CONDITIONS WHERE PRACTICE APPLIES

This practice applies to sites where:

1. The topography is generally irregular.
2. Watercourse and gully erosion are a problem.
3. Sheet and rill erosion are controlled by other conservation practices.
4. Runoff and sediment damage land and improvements.
5. Soil and site conditions are suitable.
6. Adequate outlets are available or can be provided.

While this practice is typically used on non-irrigated cropland, the practice has applicability on sprinkler-irrigated areas, rangeland, construction sites, etc.

DESIGN CRITERIA

Water and sediment control basins can be part of the treatment needed to protect the soil resource

base. In addition, conservation practices such as terraces, contouring, a conservation cropping system, conservation tillage (crop residue tillage) shall also be used to control erosion.

Water and sediment control basins shall not be used in place of terraces. When a ridge and channel extend beyond the detention basin or level embankment, terraces shall be designed. The resource management system must reduce soil loss in the interval above and below the basin to prevent excessive maintenance and operation problems.

Spacing. Water and sediment control basins shall generally be spaced at terrace intervals (see practice standard code 600). The spacing shall be determined using the Revised Universal Soil loss Equation (RUSLE). The predominate land slope is defined as the slope of the drainage channel. The grade of the watercourse between basins shall be considered, and the spacing shall be set to prevent watercourse or gully erosion. The drainage area of basin shall be limited so duration of flooding, infiltration, or seepage does not damage crops or create other problems.

The system of basins and row arrangements shall be parallel when possible and spaced to accommodate farm machinery widths and/or irrigation system hardware. On center pivot irrigated lands the spacing for basins should be a multiple of the tower spacing.

Alignment. The embankment orientation and row direction shall be approximately perpendicular to the land slope to permit contouring as near as possible.

Where field dam for sediment bulk density is not available, the designer can assume that one ton of sediment occupies one cubic yard.

Height. The maximum height for water and sediment control basins shall be 8 feet. Height is

Conservation practice standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact the Natural Resources Conservation Service.

NRCS. ID
February, 1999

measured from crest of spillway to low point in natural ground along centerline of embankment.

The constructed height of the embankment shall be at least 5 percent greater than the designed height to allow for settlement.

Cross-section. Embankment sideslopes shall be 4:1 or flatter for farmed basins. Non farmed basin embankment sideslopes shall be 2:1 or flatter. The effective top width for basins shall be at least as wide as:

Fill Height (ft)	Effective top width (ft)
0-4	3
4-9	6

Capacity. Basins shall be sized to store the runoff from a 10 year 24 hr storm plus the anticipated sediment accumulation. As an option to storing the entire runoff, underground outlets may be used to route the flood volume through the basin. The 10 year-24 hr runoff volume can be reduced by the amount of water routed through the underground outlet. The basin shall have the capacity to store the anticipated 10-year sediment accumulation, unless provisions are made for the periodic removal from the basin to maintain the design capacity.

The capacity of basins designed to provide flood protection or to function with other flood control structures may be larger and shall be adequate to control the runoff from a storm of a frequency consistent with the potential hazard.

On irrigated cropland size the basin for the larger of the irrigation induced erosion and irrigation runoff or the applicable 10-year storm event runoff and sediment load.

Spillways. Basins shall be designed with an end spillway(s), unless downstream embankment slopes are flattened and vegetated to be non-erosive during expected runoff periods. A minimum of 0.5 foot of embankment freeboard above the end spillway crest shall be provided. The crest of emergency or end spillways shall be located at or above the required storage elevation. Spillways shall be sized and located to convey water around the basin embankment. Spillways shall be trapezoidal in shape. Width shall be a minimum of 4 feet.

Basin Shape. To get maximum trap efficiency, the reservoir length should be at least 4 times the average width, unless calculations show that the proposed length is adequate to trap at least 55 percent of the suspended particles. Length is defined as the shortest distance from where particles enter the ponded area to the outlet pipe leaving the pond. Appendix 10, Chapter 10, Engineering Field Manual may be used to determine sediment basin dimensions where it is applicable. Where inlets are located other than the opposite end of the basin from the outlet, the minimum distance between the inflow and outflow shall be no less than determined from procedure in Appendix 10.

Conduits. The minimum pipe size for basin outlets shall be 4-inch diameter pipe. The riser pipe shall be at least one pipe diameter larger than the conduit pipe. Refer to Chapter 6, Engineering Field manual for sizing. A minimum of one 18 inch by 18-inch cutoff collar shall be designed in the upper one-half of the pipe length. Conduits placed in soils with high piping potential may require additional seepage protection.

An outlet shall be provided of earth, pipe, stone, or other devices adequate to keep the sediment in the basin and to handle the 10-year-frequency discharge without failure or significant erosion.

Inlets and outlets. Rock riprap, pipe drops, or other types of structural protection shall be included when the flow velocities will be erosive where the channel enters the sediment basin or the spillway channel exits the basin.

Water and sediment control basins shall have underground outlets or soil infiltration outlets that meet the requirements for practice standards terraces (Code 600) and underground outlets (Code 620).

Vegetation. Slopes and disturbed areas that are not to be farmed shall be established to suitable erosion-resistant vegetation. Environmental quality and wildlife food shall be considered in selecting the species of vegetation. If soil or climate conditions preclude the use of vegetative cover and protection is needed, an organic or gravel mulch may be used. Seedbed preparation, fertilizing, seeding, and mulching shall be in accordance with practice standard critical area treatment (Code 342).

CONSIDERATIONS

On center pivot irrigated lands consider a 10 to 12 foot minimum top width on the embankment and sideslopes of 3:1 or flatter.

Selection of pond width should consider the types of equipment available for sediment removal from the basin as well as equipment required for initial construction.

Consider the use of pipe outlets at sites with long duration small flows and on basins with highly erosive soils.

Keep velocities at spillways or outlets as low as possible to avoid resuspension of sediments. Consider wide shallow spillways to reduce water velocities.

Consider installing underground outlets a year in advance of constructing basin embankment.

Consider the visual impacts of the basin. Use fencing, vegetative screening, etc. as appropriate.

Consider effects on the water budget, especially on volumes and rates of runoff, infiltration, evaporation, transpiration, deep percolation, and groundwater recharge.

Consider effects on downstream flows and aquifers that would affect other water uses and users.

Consider effects on volume of discharge flow on the environmental, social, and economic conditions.

Consider effects on the water table downstream and the results of changes of vegetative growth.

Consider effects on erosion, movement of sediment, pathogens, and soluble and sediment-attached substances that could be carried by runoff.

Consider effects on wetlands and water-related wildlife habitats.

PLANS AND SPECIFICATIONS

Plans and specifications for installing water and sediment control basins shall be in keeping with this standard and shall describe the requirements

for applying the practice to achieve its intended purpose.

Plans and specifications shall be prepared to show site specifics. The drawings and specifications shall show location, cross-section(s) of excavations and embankments, applicable piping and spillway details, applicable erosion controls for inlets or outlets, applicable seeding requirements and any special requirements for spoil disposal.

OPERATION AND MAINTENANCE

Typical O&M will include cleaning of pipe outlets, removal of sediment from basin, replacement of eroded or farmed down embankments, repair of any erosion in emergency spillway, maintenance of vegetation or other erosion measures.

REFERENCES

- Engineering Field Manual
Ch. 10, Idaho Appendix # 10
- Ch. 6, Structures
- Conservation Practice Standards
- Underground Outlet (Code 620)
- Terrace (Code 600)

NATURAL RESOURCES CONSERVATION SERVICE
Idaho
CONSTRUCTION SPECIFICATIONS
FOR
WATER AND SEDIMENT CONTROL BASIN

(Owner/Operator)

(Project Title)

GENERAL

Installation shall be in accordance with an approved design and plan. Details of construction shown on the drawings but not included herein are considered as a part of this specification. Construction activities shall be in accordance with applicable OSHA regulations.

SITE PREPARATION

Clearing and Stripping. Area to be occupied by the embankment and borrow areas must be cleared of all trees, brush, logs, and sod.

Embankment Foundation. All channel banks and sharp breaks shall be sloped to no steeper than 1 horizontal to 1 vertical. All topsoil containing excessive amounts of organic matter shall be removed. Loose earth shall not be left on the foundation area to a depth in excess of 6 inches above undisturbed foundation material. The surface of the foundation area shall be thoroughly scarified before placement of the embankment material.

EXCAVATION

Spillway. The completed spillway excavation shall conform to the grades, bottom width and side slopes shown on the drawings.

Outlet Conduit. Trench excavation for installation of an outlet conduit shall be made in original ground or in compacted fill

provided the bottom of the trench is at or near undisturbed foundation.

COMPACTED EARTHFILL AND BACKFILL

Fill Material. All fill materials shall be obtained from approved borrow areas and from excavations required for other parts of the work. The selection, blending, routing, and disposition of materials within the embankment shall be subject to the approval of the technician. Fill materials shall contain no sod, brush, roots, or other perishable or unsuitable material. Cobbles and rock fragments having a maximum dimension of more than six inches shall be removed from the materials prior to compaction.

Moisture. The moisture content of fill material shall be maintained within the limits required, to prevent the adherence of the fill material to the treads and tracks of equipment and ensure the crushing and blending of the soil clods. Generally when soil material is squeezed in the hand it will retain a ball shape, but there will not be free water on the surface.

COMPACTION METHODS

Compaction shall meet the requirements of the method designated and described below:

1. Sheepsfoot roller - The maximum layer thickness shall be 8 inches before compaction. The roller shall have staggered, uniformly spaced tamping feet.

and be equipped with suitable cleaners. The weight of the roller shall be not less than 2,500 pounds per foot of width. The maximum speed of the compaction equipment shall be 3 miles per hour. The entire surface of each layer placed shall receive six passes of this equipment to attain the necessary compaction.

Adjustment in the number of passes may be necessary during construction.

2. Pneumatic tired equipment - The maximum layer thickness before compaction shall be six inches. A loaded scraper or wheel tractor may be considered a pneumatic roller. The wheels of this equipment must pass over 95 percent of the surface of each lift before a new lift is placed.

3. Track laying equipment (Bulldozer) - The maximum layer thickness compaction shall be 4 inches. The tracks of the equipment must pass over 95 percent of the surface of each lift before a new lift is placed.

Compliance with compaction requirements will be determined by observation of performance for methods 1, 2, and 3. Fill not meeting the specified requirements shall be reworked or removed and replaced with acceptable fill.

EQUIPMENT OPERATION

Heavy compaction equipment shall not be operated within 2 feet of any structure. Hand directed tampers or compactors shall be used on areas not accessible to heavy compaction equipment and within 2 feet of any structure. Fills compacted in this manner shall be placed in layers not greater than 4 inches in thickness before compaction and shall meet the same density requirements as for adjacent areas.

The passage of heavy equipment will not be allowed over any type of conduit until the compacted backfill has been placed a

minimum of two feet over the top of the pipe.

CONDUITS

Conduits shall be of the type and size as shown on the drawings. Pipe shall be new. Any damage to protective coatings shall be repaired prior to backfilling. Repairs shall be in accordance with manufactures recommendations. Conduits shall be firmly and uniformly bedded throughout its length and shall be installed to the lines and grades shown on the drawings and or staked in the field.

Cutoff collars or a filter diaphragm shall be installed at the locations, to the dimensions and of the materials as shown on the drawings. Metal cutoff collars, when specified, shall be a minimum of 12 gage, be galvanized or have a coating consisting of one coat of coal-tar primer followed by hot coat of coal-tar enamel and finished with Kraft paper or a coat of water resistant whitewash. Plastic tape suitable for coating buried steel pipe may also be used. Any welds shall be cleaned and coated as above.

SEEDING

Seed the embankment, borrow areas, spillway, other disturbed areas, and a minimum of 12-foot border around the ponded area. Seedbed preparation, seed mixture, fertilizer, mulch, and application rates shall be in accordance with the ADDITIONAL SPECIFICATION for "Seeding".

RIPRAP

Rock for riprap when specified shall be angular, dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. The rock shall be well graded so that the installed riprap will consist of a dense layer of interlocked rock.

Bedding material when specified shall consist of a sand-gravel mixture such as would be used in a concrete mix.

CLEAN-UP

Cleared material, sod, and unsuitable soil shall be removed from the construction site or otherwise disposed of so that runoff water will not carry it into the reservoir or spillway area. Waste earth material shall be smoothed and seeded.

ADDITIONAL SPECIFICATIONS

Exhibit G

Clark Farm Conservation Easement

Public Access Parcels

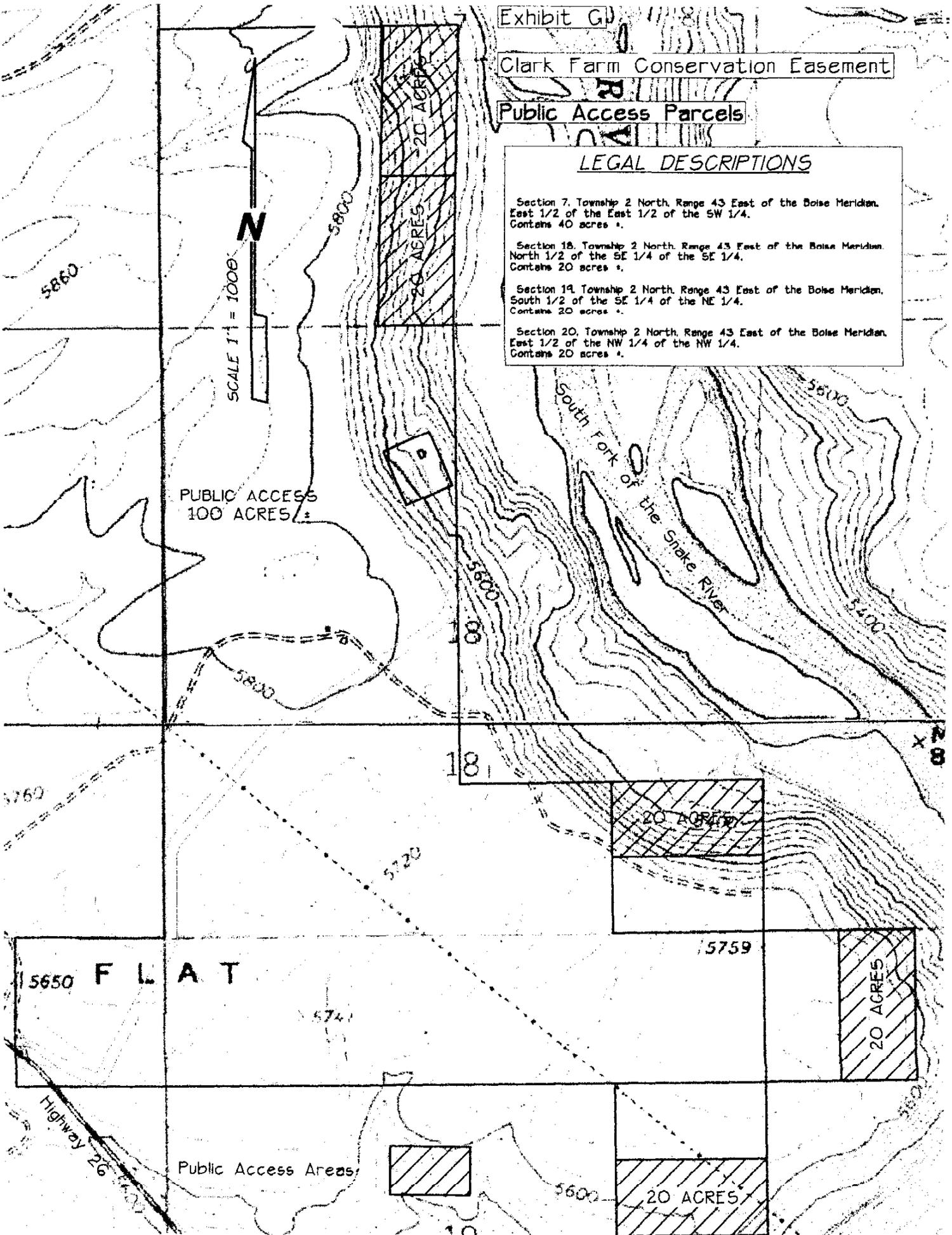
LEGAL DESCRIPTIONS

Section 7, Township 2 North, Range 43 East of the Boise Meridian, East 1/2 of the East 1/2 of the SW 1/4. Contains 40 acres.

Section 18, Township 2 North, Range 43 East of the Boise Meridian, North 1/2 of the SE 1/4 of the SE 1/4. Contains 20 acres.

Section 19, Township 2 North, Range 43 East of the Boise Meridian, South 1/2 of the SE 1/4 of the NE 1/4. Contains 20 acres.

Section 20, Township 2 North, Range 43 East of the Boise Meridian, East 1/2 of the NW 1/4 of the NW 1/4. Contains 20 acres.



PUBLIC ACCESS
100 ACRES

SCALE 1" = 1000'

N

South Fork of the Snake River

5650 FLAT

Public Access Areas

Highway 26

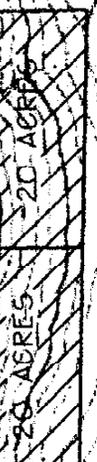
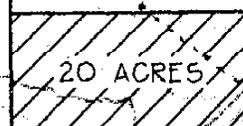


EXHIBIT for PARAGRAPH 4.E

