

**Sample BLM Reserve Interest Conservation Easement  
(Wild & Scenic River Conservation Easement)**

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Recommended by WO 350 Division of Lands and Realty (2005)

(revised 04/2005)

*[The following sample is based on examples provided by the U.S.D.A. Forest Service]*

Sandy River NW&SR

OR XXXXX

**SANDY RIVER NATIONAL WILD AND SCENIC RIVER  
CONSERVATION EASEMENT DEED**

This **CONSERVATION EASEMENT DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between \_\_\_\_\_, herein after called the “**GRANTORS,**” and the **UNITED STATES OF AMERICA**, by and through the Secretary of Interior, hereinafter called the “**UNITED STATES.**” The acquiring agency is the Department of Interior Bureau of Land Management (BLM).

**WITNESSETH:**

**WHEREAS**, the Wild and Scenic Rivers Act of October 2, 1968 (P.L. 90-542, 82 Stat. 906), as amended, provided for the establishment of a National Wild and Scenic Rivers System; and

**WHEREAS**, the Omnibus Oregon Wild and Scenic Rivers Act of 1988 (P.L. 100-557, 102 Stat. 2782), as amended, provided for the establishment of the Lower Sandy River National Wild and Scenic River, and incorporated twelve and one half (12½) miles of the Sandy River in Oregon as a component of the National Wild and Scenic Rivers System to be administered by the Secretary of Interior as a part of the BLM’s National Landscape Conservation System; and

**WHEREAS**, the Grantor is the owner of certain property located within the established boundaries of the Sandy River component of the National Wild and Scenic Rivers System, located in Multnomah County, State of Oregon, said land being appurtenant to other Federal lands; and

**WHEREAS**, the United States, by the United States Department of Interior through the BLM, or its successors or assigns, desires to acquire and administer such land pursuant to the Wild and Scenic Rivers Act and as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. 1715; 90 Stat. 2755), to provide for and protect the natural, scenic, recreational, and other values for which the Sandy River was designated, to prevent development that will tend to mar or detract from these values, and to that end, exercise such controls over the land within the areas described herein as may be necessary to accomplish such objectives.

**WHEREAS**, the Grantors are owners of a certain tract of land lying within the boundaries of the Sandy River National Wild and Scenic River Corridor, and located in Multnomah County, Oregon, containing 29.66 acres, more or less, as described in Part I below, that shall be considered a single tract regardless of the legal description or tax lot composition thereof (hereinafter called “the Property”); and

# Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)

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**WHEREAS**, the specific conservation values of the Property are documented in an inventory of relevant improvements and features of the Property as depicted in Exhibit B, attached hereto and made a part hereof, and in “Baseline Documentation”, Exhibit C, dated \_\_\_\_\_ 2004, on file at the offices of the Salem District, Bureau of Land Management, 1717 Fabry Road SE, Salem, Oregon 97036, which consists of photographs and Exhibit A, attached hereto and made a part hereof, that the parties agree collectively provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

**WHEREAS**, the Grantors and the United States desire that the conservation values of the Property be preserved in perpetuity by the continuation of existing uses as may be conducted in a manner consistent with the conservation purposes of the easement; and

**WHEREAS**, the Grantors and the United States mutually agree that the purpose of this conservation easement is to (1) prohibit development rights on the Property, and (2) continue existing agricultural operations on the Property;

**NOW THEREFORE**, the Grantors for and in consideration of [insert price stated in words], \$\$\$\$\$, the receipt of which is hereby acknowledged, and in further consideration of the covenants herein, do hereby grant and convey unto the United States and its assigns, with general warranty of title, a perpetual estate and easement comprising all right, title, and interest in the lands described in Part I except those rights and interest as specifically reserved to the Grantors in Part III. The Grantors covenant with the United States on behalf of themselves and their heirs, successors, and assigns, to do and refrain from doing, severally and collectively, upon the Property the various acts hereinafter mentioned, it being hereby agreed that the conformance with the herein contained terms and conditions is and will be for the benefit of said Sandy River National Wild and Scenic River so as to help accomplish the purposes for which the Area has been established by Public Law 100-557.

## PART I - PURPOSE

It is the purpose of this conservation easement to (1) prohibit development rights on the Property, and (2) continue existing agricultural operations on the Property to assure that the Property's scenic, natural, historic, pastoral, and fish and wildlife values, as contemplated in *Management Plan for the Sandy Wild and Scenic River and State Scenic Waterway, dated July 1992*, will be maintained forever and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

To accomplish the above purpose of this Easement, the United States is acquiring all rights to subdivide or partition the Property into separate lots or parcels, except those rights identified in PART III- RESERVATIONS OF RIGHTS BY GRANTORS. The historic uses of the Property that existed as of the date of grant of this Easement and are documented in the Baseline

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---

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(revised 04/2005)

Documentation may continue where reasonably incident to the rights reserved to the Grantor in Part III, below. The Baseline documentation also depicts the general location of structures, facilities and land uses existing on the Property as of the date of this Easement.

## **PART II – PROPERTY DESCRIPTION**

### **T.1S., R.4E. Willamette Meridian, Oregon,**

**A portion of the Southeast Quarter of Section 24, Township 1 South, Range 4 East  
W.M. Also known as Tax Lot 200 in ....., Multnomah County, Oregon.**

**The area described contains 29.66 acres more or less**

## **PART III – DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross as such is inheritable and assignable in accordance with Part VI, section J, and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by United States against the Grantors and their personal representatives, heirs, successors, and assigns.

## **PART IV – RESERVATION OF RIGHTS BY GRANTOR**

The following rights in the Property are reserved to the Grantors:

- A. The right to retain record title to the Property and to convey title, subject to the rights conveyed herein to the United States.
- B. The right of quiet enjoyment of the rights herein reserved for agricultural purposes.
- C. The right to prevent trespass and control access to the Property by the general public.
- D. The right to conduct the following regular preexisting, or otherwise acceptable, agricultural practices, consisting of livestock grazing; wine grape, forage, grain, fruit, and vegetable production; subject to the following terms and conditions:
  1. Livestock—Livestock is defined as cattle, sheep, horses, or other animal species approved by the Area Manager or such other officer of the BLM as may be designated. A limit of five (5) livestock animals will be allowed on the Property.
  2. Grazing of Livestock—Livestock grazing will be consistent with sound grazing management. Grazing that results in excessive utilization, damage to soils, degradation of water quality, or other resource damage is prohibited.
  3. All agricultural use shall conform to good husbandry practices, including the control of noxious weeds.

## Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)

---

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(revised 04/2005)

- E. The right to retain water rights, if any, as established by Oregon Department of Water Resources.
  
- F. The right to maintain or reconstruct existing improvements accessory to the agricultural practices identified above, such as fences, vineyard support structures, irrigation system, and constructed pond, within the limits of this Easement.
  - 1. Fence—The existing 8-foot tall, electrified wire fence with wooden posts that surrounds the perimeter of the property is allowed. Reconstruction of the fence with material different than the existing construction, or the construction of new interior fencing may be allowed subject to prior written approval by the Area Manager or such other officer of the BLM as may be designated. Any reconstructed or new fence construction must meet visual quality objectives as described in the *Management Plan for the Sandy Wild and Scenic River and State Scenic Waterway, dated July 1992*.
  
  - 2. Vineyard support structures—The existing vineyard support structures consisting of wooden posts and wire are allowed. The right to improve or extend the existing vineyard is also allowed, provided, however, that these activities are done in conformance with Part III (H) below, and the existing vineyard support structures are replaced in kind using similar material if/when necessary. Any change from the current support system shall be subject to prior written approval by the Area Manager or such other officer of the BLM as may be designated.
  
  - 3. Irrigation system—The existing irrigation system is allowed. The vineyard may also be improved by an overhead sprinkler system or other such irrigation system as recommended by a government agency such as Natural Resources Conservation Service or Oregon Department of Ecology. Any such improvement must meet visual quality objectives as described in the *Management Plan for the Sandy Wild and Scenic River and State Scenic Waterway, dated July 1992*, and shall be subject to prior written approval by the Area Manager or such other officer of the BLM as may be designated.
  
  - 4. Constructed Pond—The existing constructed pond that is located \_\_\_\_\_ is allowed.

**Sample BLM Reserve Interest Conservation Easement  
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---

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(revised 04/2005)

G. The right to ingress/egress and the right to maintain access roads as shown on Exhibit B, subject to the following terms and conditions:

1. Ingress and egress to the Property will continue via two existing primitive roads. The location of these access roads are over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, Township 1 South, Range 4 East, W.M., and more particularly described as follows:
  - a) That portion of the existing road on the western boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24 between Atwood County Road and the NW corner of the Property. This is the same road used to access the power line easement granted in Auditor's File No. 212043.
  - b) That portion of the existing road between Atwood County Road and the Property that runs in a southerly direction from Atwood road to a point on the northern Property boundary that is approximately equidistant to the NW and NE corners of the Property.
2. The existing native surface primitive road on the western boundary of the Property is associated with a right of way easement for an electric transmission line granted to PUD Number 1 of Multnomah County as recorded in Auditor's File No. 212043. This road shall not be widened or improved in any way without prior written approval by the Area Manager or such other officer of the BLM as may be designated.

H. The right to clear forested portions of the Property for acceptable agricultural purposes only as defined in Part IV (D) above, subject to prior written approval by the Area Manager or such other officer of the BLM as may be designated, unless such trees are excepted from prior approval under Part VI (G)(6).

**PART V - EXPRESS PROHIBITIONS.**

It is the intent of this Easement that all of the Grantors' rights and uses in the land are specifically and affirmatively stated in Part IV, and all remaining interests are conveyed to the United States.

For the primary purpose of clarity and without limiting the rights otherwise conveyed to the United States, it is expressly understood that the following uses or activities are prohibited on the Property:

1. The placing of any sign or billboards on the Property, except: (a) one (1) sign not greater in size than five (5) square feet to advertise the sale, rent, or lease of the Property, or to advertise the sale or availability of goods, products, or services on

## Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)

---

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(revised 04/2005)

the land; (b) one (1) sign not greater in size than thirty-six (36) inches by twenty-four (24) inches to designate the owner or name of the Property. Such signs must be harmonious in design and color to the surrounding area and no flashing lights or neon tubes shall be permitted. The United States may erect a sign to indicate that the property is not open to public entry.

2. The placing or allowing of accumulation of trash, debris, or other unsightly materials, except temporary accumulations incidental to the occupation and use of the land for normal agricultural or horticultural purposes, including irrigation.
3. Logging or other commercial timber operations, unless authorized and approved in writing, in advance, by the authorized Bureau of Land Management official.
4. Any professional or commercial activity except such as can be and are in fact conducted from adjacent property and unless approved in writing, in advance, by the authorized Bureau of Land Management official.
5. Manufacturing, industrial or commercial uses, except for irrigation and agricultural uses reserved in Part IV herein.
6. The pruning, removal or destruction of trees and shrubs on the Property, unless authorized in writing by the Bureau of Land Management. Permission need not be obtained to cut dead trees or to remove hazardous trees for reasons of safety. Likewise, seedling trees or seedling shrubbery may be trimmed or removed for regular maintenance purposes, in accordance with good farm practices, on lands presently being cultivated. Trees, shrubs, or vines cultivated for crops, including fruit trees, nut trees, and grapevines, may be pruned, sprayed, harvested, and otherwise maintained in accordance with good farm practices.
7. Permanent changes in the general topography of the landscape or land surface, except those caused by the forces of nature, and those related to uses permitted in Part IV herein. No permission shall be required to lay, operate, maintain, repair, or remove water and sewer pipelines, conduits or drains below the surface of the Property, and to level the land for authorized gardening insofar as: (a) such activities do not permanently impair or adversely affect the natural beauty of the Property or surrounding area, and (b) provisions are made for the prevention and control of soil erosion by re-vegetation of earth cuts or fill slopes where mineral soil is exposed with suitable species within one growing season.
8. The Property shall be considered a single tract regardless of the legal description or tax lot composition thereof. It shall not be partitioned or subdivided into smaller tracts after the date of this Conservation Easement. Any future conveyance of the property shall be as a single 29.66-acre tract.

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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(revised 04/2005)

9. Oil, gas, or mineral exploration, extraction, or other related activity unless such can be accomplished in compliance with the *Management Plan for the Sandy Wild and Scenic River and State Scenic Waterway, dated July 1992*, and without any resulting surface disturbance to the tract.
  
10. The placing or construction of any structure on the Property, including but not limited to trailers, portable structures, or any other nonpermanent or low-quality structure, except those specifically allowed under Section IV (F) above. Other exceptions to this clause may be allowed on a temporary basis, but must have prior written approval by an authorized Forest Service official or her/his duly authorized representative and meet visual quality objectives as described in the *Management Plan for the Sandy Wild and Scenic River and State Scenic Waterway, dated July 1992*.
  
11. All rights reserved by the Grantors shall be exercised to prevent or minimize damage to water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open-space character of the Property.

This is not an exclusive list of prohibited activities, but is provided to clarify the intent of this Easement that certain common activities shall be prohibited. The non-listing of a particular use or activity in this paragraph shall not be construed to allow such non-listed use unless rights thereto have been expressly reserved to the Grantors in Part IV.

### **PART VI AFFIRMATIVE OBLIGATIONS OF THE GRANTORS**

In the exercise of any right reserved in Part IV herein, the affirmative obligations of the Grantor include, but are not necessarily limited to, the following:

- A. Payment of all real property and other taxes on the Property, including any and all local, County or State assessments.
  
- B. The reasonable repair and maintenance of the Property, including all improvements, in a manner consistent with the purposes of this Easement.
  
- C. Control and eradication of noxious weeds.

### **PART VI – GENERAL PROVISIONS**

- A. A general purpose of this conservation easement is to preserve, maintain, and perpetuate the traditional uses of the Property, as they existed at the time of this instrument. “Exhibit A,” which is attached and appended to this instrument, depicts the location of land uses existing on the Property, and, to the extent it may be referenced in the text of this deed, other authorized uses.

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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(revised 04/2005)

- B. The term “Grantors” shall apply to the present Grantors, their successors or assigns. The term “United States” includes the Secretary of Interior, acting by and through the Bureau of Land Management, and any authorized agents and assigns.
- C. All rights and interests in the Property not expressly and specifically reserved by the Grantors in this Easement are deemed to be acquired by the United States, and uses of the Property not specifically reserved are deemed prohibited. This Easement is conveyed subject to all outstanding rights of record as of the date of conveyance.
- D. There are no regular pre-existing uses of the Property except for those listed in Part IV herein.
- E. Representatives and agents of the United States may make reasonable entry upon the Property to administer this Easement, to manage the rights (claims) of the United States, to inspect for violations, to take enforcement or remedial actions as authorized herein, and to perform such other scenic, aesthetic, historical, fish and wildlife habitat restoration, or sanitation as may be deemed necessary or desirable. However, any inspection of the Property to determine compliance with the above terms and conditions or applicable federal, state and local laws, regulations and ordinances shall, where possible, be done at a date and time mutually acceptable to Grantors, their successors and assigns, and the United States. Agreement as to a mutually acceptable date and time shall not be unreasonably withheld.
- F. Grantors shall not undertake or permit any activity requiring prior approval by the authorized BLM official without first having notified and received approval from the authorized BLM official as provided herein. Prior to the commencement of any such activity, the Grantors shall send the authorized BLM official written notice of their intention to undertake or permit such activity. The notice shall inform the authorized BLM official of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information, and shall be sent by registered or certified mail, return receipt requested, to the office of the authorized official.
- G. For any activity, rights to which are reserved in Part IV herein by the Grantors, which requires prior approval by the Bureau of Land Management, such approval will be at the discretion of the authorized Bureau of Land Management official. In general, approval will be determined on the basis of whether the proposed activity or improvement is compatible with and does not degrade the scenic, cultural, recreational, and natural resources of the Sandy River National Wild and Scenic River. Any activity requiring prior approval that is determined to be incompatible shall be prohibited and shall be construed as a right having been acquired by the United States pursuant to this instrument. The denial of approval, or the placement of conditions or restrictions to the same, shall not be grounds for any cause of action, claim or other legal proceeding against the United States, or its agents or assigns. For any activity by the Grantors that

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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(revised 04/2005)

requires prior approval by the United States, acting by and through the Bureau of Land Management, such approval will be in writing, and will be at the sole discretion of the authorized Bureau of Land Management official and such approval shall not be unreasonably withheld.

- H. Nothing in this Easement shall prevent the Grantors, their successors and assigns, from selling or mortgaging the Property, subject to the rights acquired herein by the United States.
- I. The United States or its authorized agents may conduct or contract for historical, archaeological, and/or paleontological explorations. Explorations shall be conducted only by qualified personnel; a reputable museum, university, or college; or recognized scientific or educational institution as approved by the Secretary of Interior. The explorations may include surveys to determine the existence of cultural or paleontological resources, and/or excavations for historical, archaeological, or paleontological research. All explorations shall result in a professional report detailing all work that was conducted and the results thereof. All specimens or materials of historical, archaeological, or paleontological interest shall be the property of the United States and shall be adequately and permanently safeguarded and preserved for scientific study and public observation off the Property. Any lands excavated under this conservation easement shall be restored to their customary condition or such other steps shall be taken to safeguard and conserve the excavated sites as may be necessary to preserve their residual scientific values. The Grantors shall be consulted before the initiation of such projects.
- J. Any future disestablishment or other modification of the Sandy River National Wild and Scenic River shall in no way affect the property rights acquired herein by the United States. The acquiring agency is the Bureau of Land Management, United States Department of Interior. Any rights acquired by the United States, including those expressly acquired in the name of the Bureau of Land Management, are fully assignable to any other entity by the Secretary of Interior or by Act of Congress.
- K. The United States shall have the right to survey, make a plat, take photographs, and prepare such other documentation as may be necessary or desirable to administer the provisions of this Easement. If surveys are performed, boundaries of the Property, or any part thereof, may be monumented and corners subsequently maintained. Any such map, plat, or other suitable document may be recorded at the discretion of the Bureau of Land Management in the land records of Multnomah County.
- L. The Grantors shall comply with all Federal, State, and local laws, rules, and regulations affecting the ownership and use of private property. All uses of the Property, including those rights reserved in Part IV by the Grantors, shall conform with: (a) the applicable County land application process and all provisions which are, or may be, an effect of the Sandy Wild and Scenic River and State Scenic Waterway Management Plan promulgated by the Bureau of Land Management, and (b) any zoning ordinances which may apply to

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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the Property. In the event that a specific provision of this conservation easement is more restrictive on the use and development of the Property than the above referenced Guidelines or ordinances, the provisions of this conservation easement shall prevail.

- M. Grantors are liable for the costs associated with the cleanup of hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and similar State or Federal laws for which it would otherwise ordinarily be liable. Further, Grantors shall hold the United States and agencies and instrumentalities thereof harmless from liability under said statutes, and indemnify the United States for all costs, including attorney fees, relating to cleanup of hazardous substances which were released prior to the effective date of this Easement, and for all releases caused or contributed to by Grantors, their agents or successors in interests subsequent to the date of this Easement, but not for cost for cleanup of hazardous substances which are released by agencies and instrumentalities of the United States in the course of engaging in activities that are authorized by this instrument. This clause may be enforced by the United States in court of competent jurisdiction. Nothing in this paragraph shall be deemed to affect Grantor's right or ability to perform any clean-up of hazardous substances required by any government agency or to imply a right or duty on the part of the Bureau of Land Management to independently initiate a clean-up of hazardous substances on the Property under CERCLA or any similar law or regulation.
  
- N. The granting of this conservation easement is not intended to permit or in any way give the public the right to enter upon any portion of the Property for any purpose, nor to convey public use rights upon the Property. Where needed, the United States may erect an appropriate sign indicating the Property is not open to public entry. Ingress and egress by the United States of America to the Property will be granted by means of this Conservation Easement for that portion of the existing primitive road located over and across the western boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, Township 1 South, Range 4 East, W.M between Atwood County Road and the NW corner of the Property.
  
- O. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to the United States of the transfer of any interest at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
  
- P. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment signed by the parties; provided that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Easement, and shall not impair any of the significant Conservation and Recreational

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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(revised 04/2005)

Values of the Property. Any such amendment shall be recorded in the official records of the county in which the Property is located.

### **PART VII – ENFORCEMENT AND REMEDIES**

- A. In the event a violation of any restriction contained herein, whether by Grantors or a third party, comes to the attention of the United States, the United States shall notify Grantor in writing of the violation. Grantor shall have thirty (30) days after the receipt of such notice to undertake remedial actions, including restoration. The United States' costs of suit, including reasonable attorneys' fees shall be borne by Grantors or their heirs, personal representatives, or assigns.
  
- B. Upon any breach of the terms of this Conservation Easement by Grantors, the United States may, after reasonable notice to Grantors, exercise any or all of the following remedies:
  - (1) Institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction; and
  
  - (2) Require the Property be restored promptly to the condition required by this Conservation Easement.

Remedies available to the United States shall be cumulative and shall be in addition to any other rights and remedies available to the United States in law or equity. If Grantors are found to have breached any of Grantor's obligations under this Conservation Easement, Grantors shall reimburse the United States for any costs or expenses incurred by the United States, including court costs, reasonable attorney's fees, and additional cost of administration.

- C. Enforcement of the terms and provisions of this Easement shall be at the discretion of the United States. Any forbearance on behalf of the United States to exercise its rights hereunder in the event of any breach by Grantors or their heirs, personal representatives, or assigns shall not be deemed or construed to be a waiver of the United States' rights hereunder in the event of any subsequent breach.
  
- D. Representatives and agents of the United States may make reasonable entry upon the Property to administer this Easement, to manage the rights (claims) of the United States, to inspect for violations, to take enforcement or remedial actions as authorized herein. The Grantors will be given twenty-four (24) hours advance notice of any entry onto the Property by the agents or assigns of the United States, except for emergency situations where such advance notice as is practical will be given to Grantors. No authorization is

## **Sample BLM Reserve Interest Conservation Easement (Wild & Scenic River Conservation Easement)**

---

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granted to the United States for the entry into personal property without the permission of the Grantors, their successors or assigns, except under applicable law.

- E. The provisions of this conservation easement are enforceable by law or equity by the United States, its successors, or assigns. The Grantors and the United States agree that any ambiguities regarding the terms and conditions of this conservation easement shall be resolved in a manner which best effects the overall conservation values of such land and the continuation of existing uses as defined in Public Law 100-557. Also, in resolving ambiguities, the Grantors shall bear the burden of proof establishing that any proposed use is reserved under the terms of this instrument.
  
- F. This acquisition represents a real property ownership by the United States and, as such, violations of this conservation easement constitute damage to property of the United States and could be a violation of property damage prohibitions as authorized and provided by the regulations of the Secretary of Interior and as they may be amended and published in the Code of Federal Regulations.

### **PART VIII – EXHIBITS**

The following exhibits accompany this Conservation Easement:

- A. **Exhibit A: Boundary Description and Property References** shall be attached hereto and made a part hereof. Exhibit A consists of one (1) page.
  
- B. **Exhibit B: Summary of Conservation Values** shall be attached hereto and made a part hereof. Exhibit B consists of four (4) pages.
  
- C. **Exhibit C: Baseline Data Report (color images, maps, aerial photos, property documentation) of the Property with description of images and data report** shall be kept on file at the Salem District Office of the Bureau of Land Management, 1717 Fabry Road SE, Salem, Oregon 97306, and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit C consists of fifteen (15) color images and twelve (12) pages.

**TO HAVE AND TO HOLD**, the herein described estate in land and rights unto the United States, its successors or assigns forever. The rights conveyed herein shall run with the Property and constitute a perpetual servitude thereon. The Grantors covenant that they and their successors in interest will warrant and defend unto the United States the quiet and peaceable use and enjoyment of this land against all claims and demands.

