

# 761 Sunny Bear Dr. Bozeman, MT

Alex Russell, McCaw and Company  
676 Ferguson Ave #4  
Bozeman, MT 59718  
406-580-5047 cell, 406-587-5540 office





Deck looking to southeast

### **Summary:**

Magnificent south facing mountain setting, mix of gentle sloping meadows and aspen groves with spectacular views just minutes from downtown Bozeman. Excellent fly fishing on almost a half mile of Rocky Creek. Abundant wildlife, Conservation Easement with Gallatin Valley Land Trust. Two bedroom guest house and 130x60 indoor heated riding arena by Morton Buildings.

### **Subject Property Detail:**

**Asking Price: \$1,590,000**

**Address:** 761 Sunny Bear Bozeman, MT 59715

**Type:** Farm and Ranch, Land w/ Residence

**Lot size:** 65.37 acres



## Dwellings:

### Primary Residence:

Baths 1 Bedrooms 2, Levels Single Floor , Approx SqFt 1024

**Morton Riding Arena:** 60 X 135 heated indoor arena, two stalls, bathroom, large tack room, hay storage, Morton Arena Building

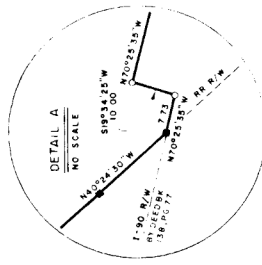
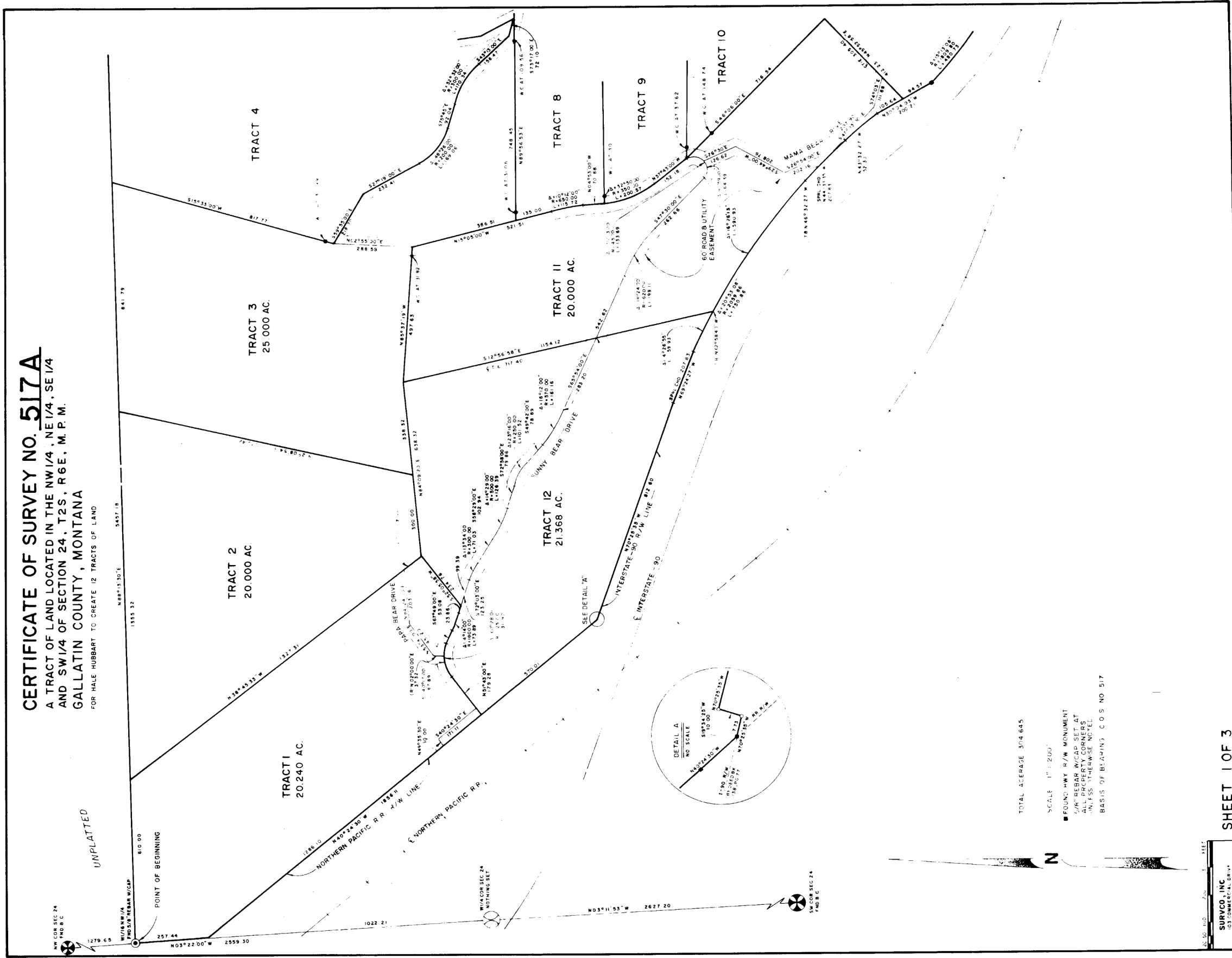








**CERTIFICATE OF SURVEY NO. 517A**  
 A TRACT OF LAND LOCATED IN THE NW 1/4, NE 1/4, SE 1/4  
 AND SW 1/4 OF SECTION 24, T2S, R6E, M.P.M.  
 GALLATIN COUNTY, MONTANA  
 FOR HALE HUBBART TO CREATE 12 TRACTS OF LAND



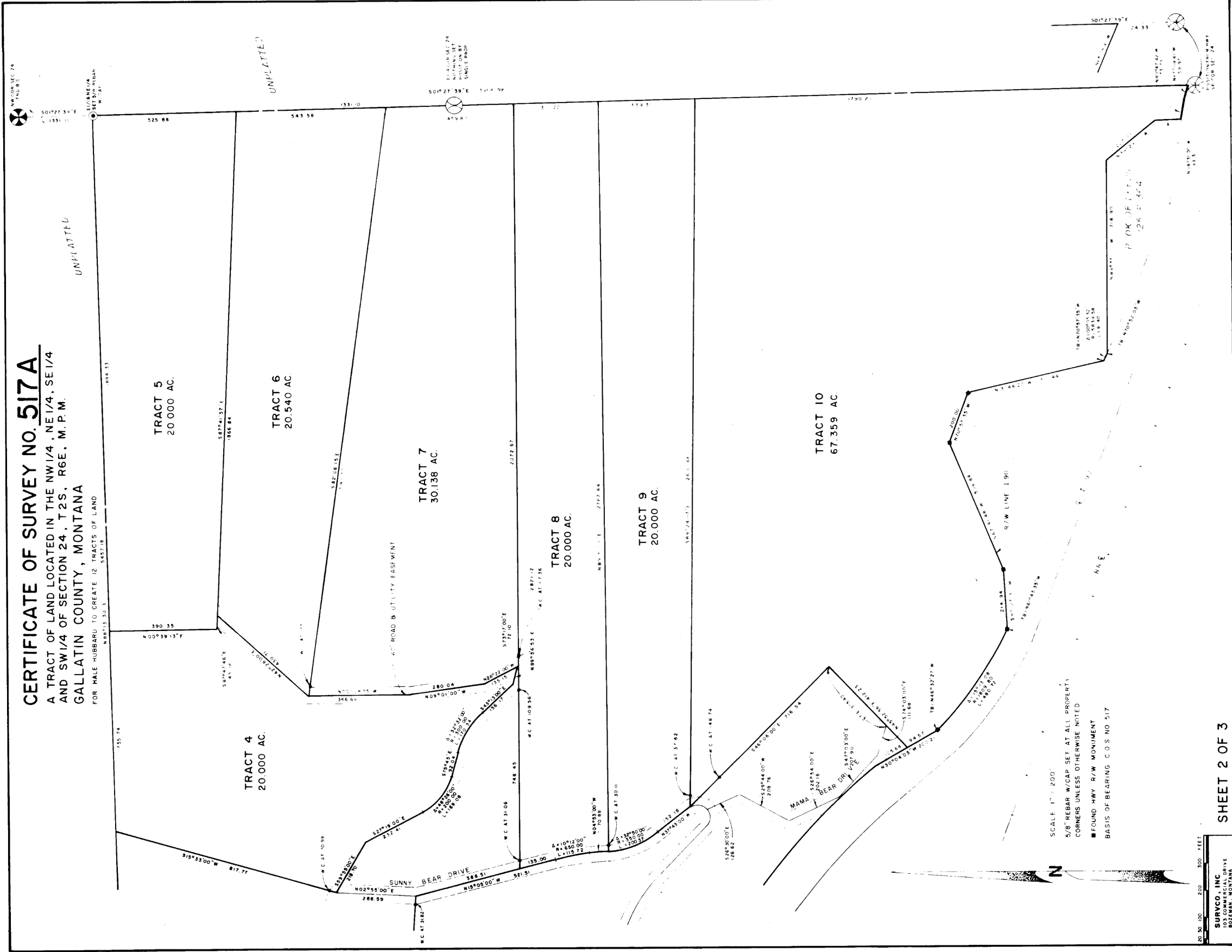
TOTAL ACERAGE 304.645

SCALE 1" = 200'

- FOUND HWY R/W MONUMENT
- 5/8" REBAR W/CAP SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED
- BASIS OF BEARINGS: C.O.S. NO. 517



**CERTIFICATE OF SURVEY NO. 517A**  
 A TRACT OF LAND LOCATED IN THE NW 1/4, NE 1/4, SE 1/4  
 AND SW 1/4 OF SECTION 24, T 2S, R 6E, M. P. M.  
 GALLATIN COUNTY, MONTANA  
 FOR MALE HUBBARD TO CREATE 12 TRACTS OF LAND



**CERTIFICATE OF SURVEY NO. 517 A**  
**A TRACT OF LAND LOCATED IN THE NW1/4, NE1/4, SE1/4**  
**AND SW1/4 OF SECTION 24, T2S, R6E, M.P.M.**  
**GALLATIN COUNTY, MONTANA**

FOR MALE HUBBART TO CREATE 12 TRACTS OF LAND

DESCRIPTION

A tract of land being Tract A of Certificate of Survey No. 517, located in the Northwest One-quarter, the Northeast One-quarter, the Southeast One-quarter, and the Southwest One-quarter of Section Twenty-four, Township Two South, Range Six East, Montana Principal Meridian, Gallatin County, Montana, and being further described as follows:

Beginning at a point on the West line of said Northwest One-quarter, said point being South 03° 22' 00" East a distance of 1279.65 feet from the Northwest corner of said Section Twenty-four. Thence North 88° 13' 30" East along the North line of the South One-half of the North One-half of said Section Twenty-four a distance of 5457.18 feet to a point on the East line of said Section Twenty-four. Thence South 01° 27' 39" East along the East line of said Northeast One-quarter and said Southeast One-quarter a distance of 3968.98 feet to a point on the Northerly right-of-way of Interstate Highway 90. Thence Northwesterly along said right-of-way through the following courses:

North 65° 08' 41" West a distance of 59.97 feet.  
 North 80° 47' 42" West a distance of 73.73 feet to a point on the Easterly boundary along said boundary through the following courses:

North 04° 31' 00" West a distance of 99.31 feet.  
 North 39° 29' 00" West a distance of 222.00 feet.  
 North 89° 55' 00" West a distance of 710.90 feet to a point on the Northerly right-of-way of Interstate Highway 90. Thence Northwesterly along said right-of-way through the following courses:

52° 03' West, through a central angle of 00° 05' 32", an arc distance of 9.40 feet.  
 Along a 5839.58 foot radius curve to the left, the tangent of which bears North 70° 13' 44' 22" West a distance of 511.44 feet.  
 North 70° 57' 35" West a distance of 200.00 feet.  
 South 67° 41' 48" West a distance of 509.04 feet.  
 South 87° 27' 30" West a distance of 214.94 feet.

Along a 1909.80 foot radius curve to the right, the tangent of which bears North 61° 45' 35" West, through a central angle of 15° 13' 08", an arc distance of 480.72 feet.  
 North 30° 04' 03" West a distance of 200.21 feet.  
 North 43° 32' 27" West a distance of 152.30 feet.

Along an increasing spiral curve to the left, the chord of which bears North 44° 33' 35" West a distance of 207.83 feet.

Along a 2050.56 foot radius curve to the left, the tangent of which bears North 46° 32' 27" West, through a central angle of 20° 53' 08", an arc distance of 750.86 feet.

Along a decreasing spiral curve to the left, the chord of which bears North 69° 24' 27" West a distance of 207.83 feet.

North 70° 25' 35" West a distance of 812.60 feet.  
 South 19° 34' 25" West a distance of 10.00 feet.  
 North 70° 25' 35" West a distance of 7.73 feet to a point on the Northeasterly right-of-way of the Northern Pacific Railroad. Thence North 40° 24' 30" West along said railroad right-of-way a distance of 1856.11 feet to a point on the West line of said Northwest One-quarter of Section Twenty-four. Thence North 03° 22' 00" West along said West line a distance of 257.44 feet to the Point of Beginning.

Said tract being 304.645 Acres along with and subject to all existing easements.

CERTIFICATE OF SURVEYOR

Surveyed under the supervision of RONALD L. BURGESS, Montana Registration #3704S.

Dated this 6th day of December, 1978.

CERTIFICATE OF EXAMINING LAND SURVEYOR

Examined for errors and omissions by ROBERT H. BABB, Montana Registration #4523ES.

Dated this 11th day of December, 1978.

58271  
CLERK AND RECORDER

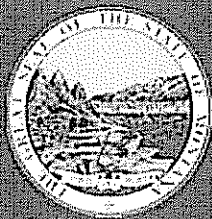
*Quilla G. Widgen*  
 Clerk and Recorder of Gallatin County do hereby certify that the foregoing instrument was filed in my office at Helena, Montana this January day of January, A.D., 1978, and assigned Certificate of Survey No. 517 A.

By: *Carol M. Johnson* Deputy





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- [New Search](#)
- [History](#)
- [Payoff](#)
- [Help](#)

**Property/Parcel TaxID:** RGH22464

**Status:** Current

**Receipt:**

**2014 Owner(s):**  
BETHEL FAMILY PARTNERSHIP LTD

**Mailing Address:**  
6902 PLUM RANCH RD  
SANTA ROSA, CA 95404

**Levy District:**  
0367-41, 43 Lamotte-GP

**2014 Value:**

**Market:** \$96,085  
**Taxable:** \$2,358  
**Vet Exempt:** \$0  
**Net Taxable:** \$2,358

**2014 Taxes:**

**First Half:** \$0.00 **Due:**  
**Second Half:** \$0.00 **Due:**  
**Total:** \$0.00

**2014 Payments:**

**First Half:** \$0.00  
**Second Half:** \$0.00  
**Total:** \$0.00

(May include penalty & interest)

[Detail](#)

[Detail](#)

**2014 Legal Records:**

**Geo Code:** 06-0799-24-2-01-30-0000 **Instru#:** 2294595D **Date:** 03/19/2008

**Property address:** 761 SUNNY BEAR DR, BOZEMAN MT 59715  
**TRS:** T02 S, R06 E, Sec. 24  
**Legal:** S24, T02 S, R06 E, C.O.S. 517A, PARCEL TRACTS 3,11 & 12

**Note:**

**TO OBTAIN PAYMENTS, CLICK ON "HISTORY"**

Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

**ATTENTION:** For Owner Name Searches, you must search LastName FirstName

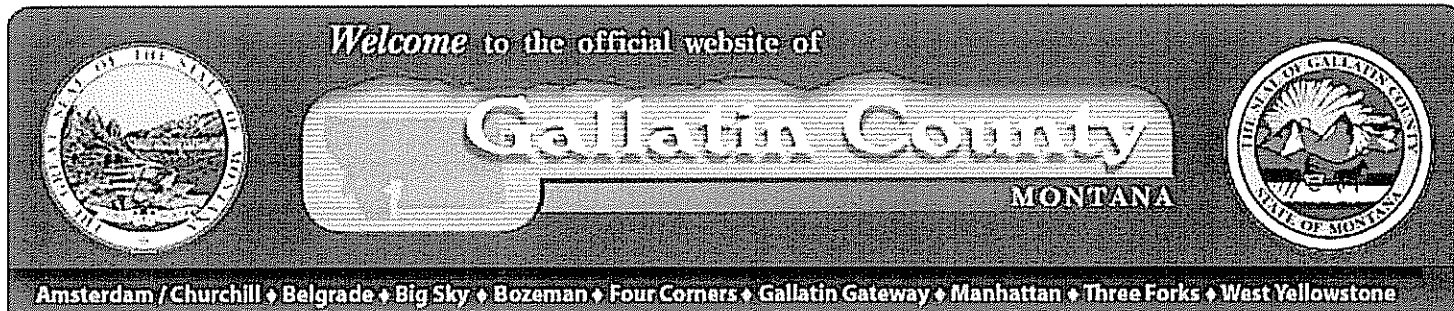
Website data last updated 7/9/2014.

**Payments can be sent to:**

Gallatin County Treasurer  
 311 West Main, Room 103  
 Bozeman, MT 59715

**Please direct any questions to:**

(406)582-3030 or [treasurer@gallatin.mt.gov](mailto:treasurer@gallatin.mt.gov)



New Search

 Detail

Help

**Property/Parcel TaxID:** RGH22464

**Status:** Current

**Type:** RE

**Owner:** BETHEL FAMILY PARTNERSHIP LTD

**Value Breakdown:**

Year	TaxID	Class Code	Description	Market Value	Taxable Value
2014	RGH22464	1601	Grazing Land	\$7,636	\$173
2014	RGH22464	2001	1 Acre Farmstead - Ag	\$884	\$22
2014	RGH22464	3110	Improvements on Ag Land	\$87,565	\$2,163
2013	RGH22464	1601	Grazing Land	\$6,865	\$158
2013	RGH22464	2001	1 Acre Farmstead - Ag	\$835	\$21
2013	RGH22464	3110	Improvements on Ag Land	\$85,686	\$2,176

**Current Market Value: \$96,085**

**Current Taxable Value: \$2,358**

**Previous Market Value: \$93,386**

**Previous Taxable Value: \$2,355**

**Note:**

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New Search     Detail

Help

**Tax Year:** 2014    **Property/Parcel TaxID:** RGH22464

**Status:** Current

**Type:** RE

**Owner:** BETHEL FAMILY PARTNERSHIP LTD

**Tax Breakdown:**

Stat#	Kind	Description	1st Half	2nd Half
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1st Half Total:            \$0.00  
 2nd Half Total:            \$0.00  
**Total Tax:                \$0.00**

**Note:**  
**TO OBTAIN PAYMENTS, CLICK ON "HISTORY"**

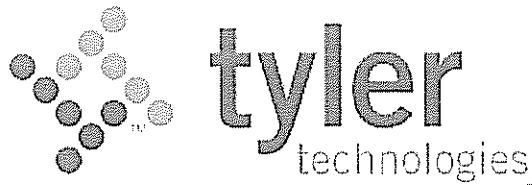
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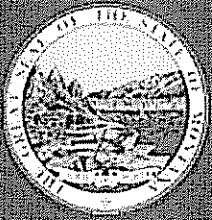
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New Search



Detail



Payoff



Help

**Property/Parcel TaxID:** RGH22464

**Status:** Current

**Type:** RE

**Owner:** BETHEL FAMILY PARTNERSHIP LTD

**History:**

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<u>2013</u>	22464	10/31/2013	\$1,327.12	11/10/2013 11/10/2013	\$666.86 \$660.26	
<u>2012</u>	22464	10/24/2012	\$1,287.69	2/12/2013 2/12/2013	\$646.85 \$640.84	
<u>2011</u>	22464	10/31/2011	\$1,207.92	11/27/2011 11/27/2011	\$606.97 \$600.95	
<u>2010</u>	22464	10/31/2010	\$1,190.08	11/9/2010 12/20/2010	\$598.05 \$592.03	
<u>2009</u>	22464	10/31/2009	\$1,210.04	11/8/2009 11/8/2009	\$608.04 \$602.00	

**\*\* Paid Amount may include penalty & interest**

**Note:**

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New Search

History

Help

**Property/Parcel TaxID:** RGH22464

**Status:** Current

**Type:** RE

**Owner:** BETHEL FAMILY PARTNERSHIP LTD

**Tax Breakdown:**

Year	TaxID	Statement#	Levy Dist	Description	1st Half	2nd Half
2013	RGH22464	22464	0367	Levied Taxes	\$511.12	\$511.12
2013	RGH22464	22464	0367	0066: FT ELLIS FIRE SRVC	\$148.00	\$148.00
2013	RGH22464	22464	0367	0110: GALLATIN CONSRV DIST	\$1.14	\$1.14
2013	RGH22464	22464	0367	0112: GLTN CO WTR QUALITY	\$6.60	\$0.00

1st Half Total: \$666.86

2nd Half Total: \$660.26

**Total Tax: \$1,327.12**

**Note:**

**TO OBTAIN PAYMENTS, CLICK ON "HISTORY"**

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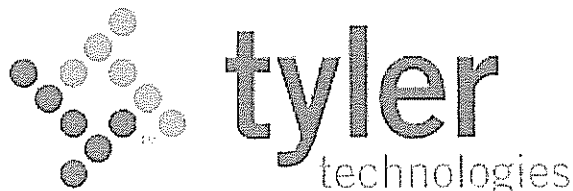
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 Bozeman, MT 59715

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# Property Record Card

## Summary

### Primary Information

**Property Category:** RP **Subcategory:** Real Property  
**Geocode:** 06-0799-24-2-01-30-0000 **Assessment Code:** 00RGH22464  
**Primary Owner:** **PropertyAddress:** 761 SUNNY BEAR DR  
 BETHEL FAMILY PARTNERSHIP LTD BOZEMAN, MT 59715  
 6902 PLUM RANCH RD **COS Parcel:** TRACTS 3,11 & 12  
 SANTA ROSA, CA 95404

*NOTE: See the Owner tab for all owner information*

**Certificate of Survey:** 517A

**Subdivision:**

**Legal Description:**

S24, T02 S, R06 E, C O.S 517A, PARCEL TRACTS 3,11 & 12

**Last Modified:** 5/12/2014 7:27:24 PM

### General Property Information

**Neighborhood:** 003 **Property Type:** FR - Farmstead Rural  
**Living Units:** 1 **Levy District:** 06-036741-43 41  
**Zoning:** **Ownership %:** 100  
**Linked Property:**

No linked properties exist for this property

**Exemptions:**

No exemptions exist for this property

**Condo Ownership:**

**General:** 0 **Limited:** 0

### Property Factors

**Topography:** 1 **Fronting:**  
**Utilities:** 7,8 **Parking Type:**  
**Access:** 3 **Parking Quantity:**  
**Location:** 0 - Rural Land **Parking Proximity:**

### Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	65.370	7,636.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	1.000	1,667.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
<b>Total Ag Land</b>	<b>66.370</b>	<b>9,303.00</b>
<b>Total Forest Land</b>	<b>0.000</b>	<b>00.00</b>



Total Market Land

0.000

00 00

## Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
3/19/2008			3/19/2008	2294595D	Warranty Deed
2/22/1995	151	2445D			

## Owners

## Party #1

**Default Information:** BETHEL FAMILY PARTNERSHIP LTD  
6902 PLUM RANCH RD

**Ownership %:** 100

**Primary Owner:** "Yes"

**Interest Type:** Fee Simple

**Last Modified:** 3/20/2013 10:40:50 AM

## Other Names

## Other Addresses

Name

Type

## Appraisals

## Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2014	9303	165217	174520	COST
2013	9303	165217	174520	COST
2012	9303	165217	174520	COST

## Market Land

## Market Land Info

No market land info exists for this parcel

## Dwellings

## Existing Dwellings

Dwelling Type	Style	Year Built
SFR	03 - Ranch	1994

## Dwelling Information

**Residential Type:** SFR      **Style:** 03 - Ranch  
**Year Built:** 1994      **Roof Material:** 10 - Asphalt Shingle  
**Effective Year:** 0      **Roof Type:** 3 - Gable  
**Story Height:** 1 0      **Attic Type:** 0  
**Grade:** 5      **Exterior Walls:** 1 - Frame  
**Class Code:** 3110      **Exterior Wall Finish:** 6 - Wood Siding or Sheathing  
**Year Remodeled:** 0      **Degree Remodeled:**

## Mobile Home Details

**Manufacturer:**      **Serial #:**      **Width:** 0  
**Model:**      **Length:** 0

## Basement Information

**Foundation:** 2 - Concrete  
**Basement Type:** 0 - None

**Finished Area:** 0  
**Quality:**

**Daylight:**

Heating/Cooling Information

**Type:** Central                      **System Type:** 2 - Hot Water/Water Radiant  
**Fuel Type:** 3 - Gas                **Heated Area:** 0

Living Accomodations

**Bedrooms:** 2                      **Full Baths:** 1                      **Addl Fixtures:** 3  
**Family Rooms:** 0                **Half Baths:** 0

Additional Information

**Fireplaces:**                      **Stacks:** 0                      **Stories:**  
    **Openings:** 0                      **Prefab/Stove:** 0  
**Garage Capacity:** 0                **Cost & Design:** 0                **Flat Add:** 0  
**% Complete:** 0                      **Description:**                      **Description:**

Dwelling Amenities

**View:**                                      **Access:**

Area Used In Cost

**Basement:** 0                      **Additional Floors:** 0                      **Attic:** 0  
**First Floor:** 1024                **Half Story:** 0                      **Unfinished Area:** 0  
**Second Floor:** 0                      **SFLA:** 1024

Depreciation Information

**CDU:** Average (7)                      **Physical Condition:**                      **Utility:**  
**Desirability:**                      **Property:**  
    **Location:**

Depreciation Calculation

**Age:** 14                      **Pct Good:** 0.83                      **RCNLD:** 96730

Additions / Other Features

Additions

Lower	First	Second	Third	Area	Year	Cost
	33 - Deck, Wood			126	0	1261

Other Features

Quantity	Type	Value
1	BD - Built-in Dishwasher	500

## Other Buildings/Improvements

Outbuilding/Yard Improvement #1

**Type:** Ag                      **Description:** RRC2 - Canopy  
**Quantity:** 1                      **Year Built:** 1995                      **Grade:** 6  
**Condition:**                      **Functional:**                      **Class Code:** 3110

Dimensions

**Width/Diameter:** 8                      **Length:** 24                      **Size/Area:** 192  
**Height:**                      **Bushels:**                      **Circumference:**

Outbuilding/Yard Improvement #2

**Type:** Ag                      **Description:** AAP1 - Pole Frame Bldg, 4 sides closed, metal  
**Quantity:** 1                      **Year Built:** 1995                      **Grade:** G  
**Condition:**                      **Functional:**                      **Class Code:** 3110

## Dimensions

**Width/Diameter:** 60      **Length:** 135      **Size/Area:** 8100  
**Height:**                      **Bushels:**                      **Circumference:**

**Commercial**

## Existing Commercial Buildings

No commercial buildings exist for this parcel

**Ag/Forest Land**

## Ag/Forest Land Item #1

**Acre Type:** FSA - Farmsite on agricultural land      **Irrigation Type:**  
**Class Code:** 2001      **Timber Zone:**

## Productivity

**Quantity:** 0      **Commodity:** N/A  
**Units:**

## Valuation

**Acres:** 1      **Per Acre Value:** 1667.02  
**Value:** 1667

## Ag/Forest Land Item #2

**Acre Type:** G - Grazing      **Irrigation Type:**  
**Class Code:** 1601      **Timber Zone:**

## Productivity

**Quantity:** 0.153      **Commodity:** Grazing Fee  
**Units:** AUM/Acre

## Valuation

**Acres:** 7.002      **Per Acre Value:** 28.28  
**Value:** 198

## Ag/Forest Land Item #3

**Acre Type:** G - Grazing      **Irrigation Type:**  
**Class Code:** 1601      **Timber Zone:**

## Productivity

**Quantity:** 0.269      **Commodity:** Grazing Fee  
**Units:** AUM/Acre

## Valuation

**Acres:** 3.168      **Per Acre Value:** 49.53  
**Value:** 157

## Ag/Forest Land Item #4

**Acre Type:** G - Grazing      **Irrigation Type:**  
**Class Code:** 1601      **Timber Zone:**

## Productivity

**Quantity:** 0.51      **Commodity:** Grazing Fee



**Units:** AUM/Acre

Valuation

**Acres:** 38.932

**Per Acre Value:** 94.06

**Value:** 3662

Ag/Forest Land Item #5

**Acre Type:** G - Grazing

**Irrigation Type:**

**Class Code:** 1601

**Timber Zone:**

Productivity

**Quantity:** 0.577

**Commodity:** Grazing Fee

**Units:** AUM/Acre

Valuation

**Acres:** 2.028

**Per Acre Value:** 106.25

**Value:** 215

Ag/Forest Land Item #6

**Acre Type:** G - Grazing

**Irrigation Type:**

**Class Code:** 1601

**Timber Zone:**

Productivity

**Quantity:** 1.298

**Commodity:** Grazing Fee

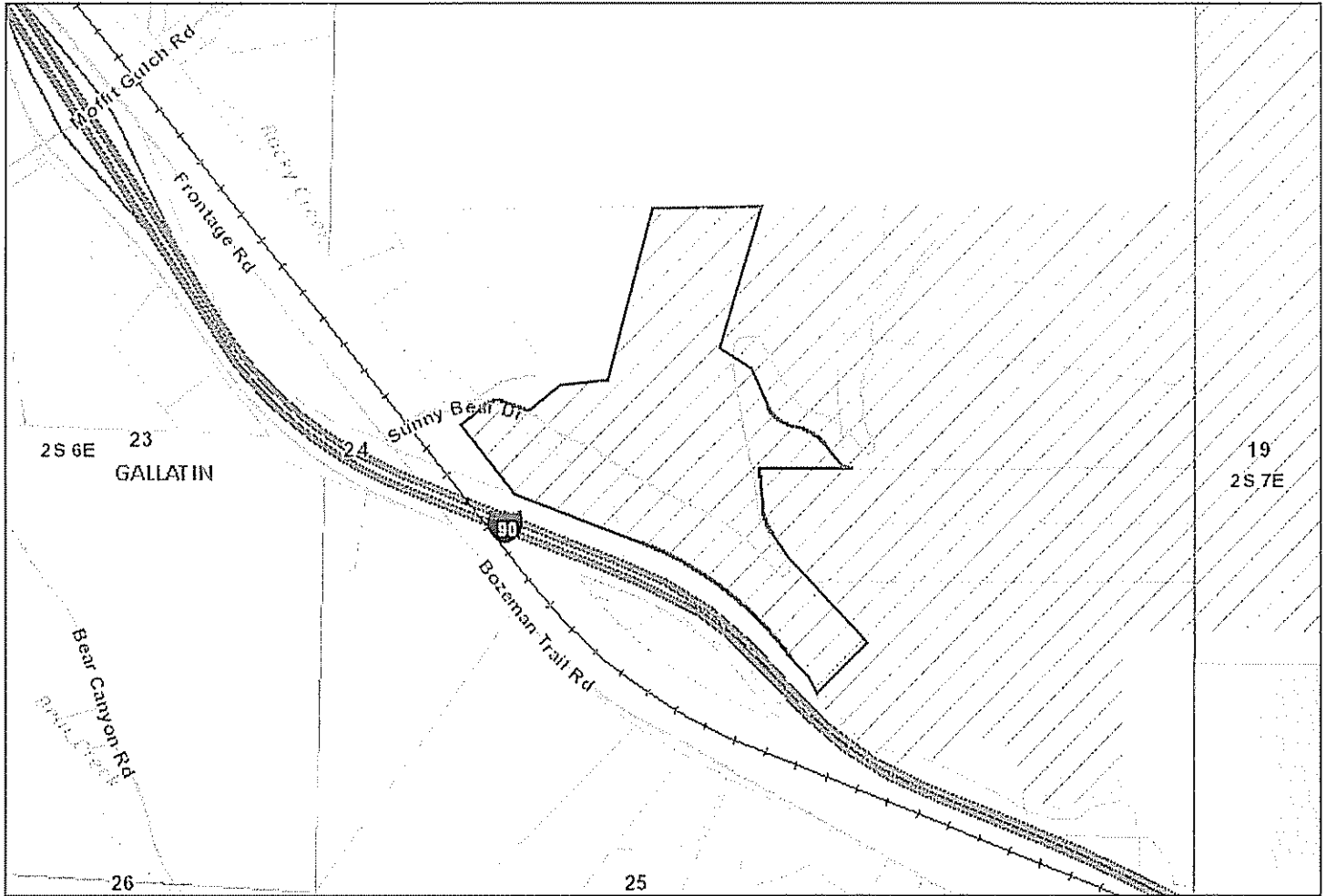
**Units:** AUM/Acre

Valuation

**Acres:** 14.24

**Per Acre Value:** 239.06

**Value:** 3404



DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 30<sup>th</sup> day of December, 1999, by Harry and Mary Piper, husband and wife, having an address at 1260 Sunny Bear Drive, Bozeman, MT 59715, their heirs, personal representatives, successors, and assigns (collectively referred to as "Grantor"), and GALLATIN VALLEY LAND TRUST, a non-profit Montana corporation with a principal office at 105 West Main Street, Suite B, P.O. Box 7021, Bozeman, Montana 59771 (hereinafter referred to as "Grantee");

R E C I T A L S :

WHEREAS, Grantor is the sole owner of certain real property in Gallatin County, Montana, more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Property"); and,

WHEREAS, the Property has significant natural habitat, scenic and open space values as recognized in the Montana Open Space Land and Voluntary Conservation Easement Act, Montana Code Annotated (MCA) Section 76-6-101, et seq.; and,

WHEREAS, the Property constitutes a valuable element of the natural habitat of the Bozeman Pass area and its scenic, open space, and ecological values, including flora, fauna, soils, water resources, and habitat for various species of wildlife (hereinafter the "Conservation Values"), which are of great importance to Grantor and to the people of the State of Montana, and are worthy of preservation; and,

WHEREAS, the Property is highly visible from the city of Bozeman and federal Interstate-90; and

WHEREAS, the Property is important wildlife habitat for the Green Mountain elk herd, golden eagles, moose, black bear, mountain lion, mule and whitetail deer, and other wildlife; and

WHEREAS, the Property is within a wildlife travel corridor linking National Forest lands within the Gallatin, Bridger, and Bangtail Mountain Ranges; and,

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be preserved and maintained by a continuation of land uses that will not substantially impair those Values; and,

WHEREAS, this Conservation Easement is also created pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26,

U.S.C.A., Section 170(h)(1)-(6), 2031(c), 2055 and 2522; and,

WHEREAS, the State of Montana has recognized the importance of private efforts toward voluntary conservation of private lands in the state by the enactment of MCA Sections 76-6-101, et seq., and 76-6-201, et seq.; and

WHEREAS, Grantee is a qualified organization under MCA Sections 76-6-104 (5) and 76-6-204, organized to conserve land for natural habitat, scenic, and open space purposes, and is an organization described in Section 170 (h) (3) of the Internal Revenue Code of 1986 (hereinafter the "Code") qualified to receive and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and, further, pursuant to MCA Section 76-6-201, et seq., Grantor does hereby grant and convey to Grantee, and its successors and assigns, this Easement in perpetuity, consisting of the rights hereinafter enumerated, on, over and across the Property.

**SECTION I**  
**Purpose and General Effect of Easement**

A. Purpose. It is the purpose of this Easement to assure that the Conservation Values will be maintained forever and to prevent any use of or activity on the Property that will significantly impair those Values. Grantor intends that this Easement will limit the use of the Property to such activities as are consistent with that purpose (including farming, ranching and other agricultural uses; fishing, wildlife observation, and other recreational uses).

B. Perpetual restrictions. This Easement shall run with and burden title to the Property in perpetuity, and shall bind Grantor and all future owners and tenants.

C. Dedication. The Property is hereby declared to be open space and natural land, and may not, except as specifically provided herein, be converted from open space and natural land.

**SECTION II**  
**Rights Conveyed**

The rights conveyed by this Easement to the Grantee are the following:

A. Identification and protection. To identify, and to preserve and protect in perpetuity the Conservation Values, subject, however, to Grantor's reserved rights as herein provided and further subject to all third party rights of record in the Property existing at the time of conveyance of this Easement and not subordinated to this Easement.



B. Access. Upon prior notice to Grantor, to enter upon the Property to inspect the same and to monitor Grantor's compliance with the terms of this Easement, in a manner that will not unreasonably interfere with the use of the Property by Grantor. Aside from the rights of access granted in the preceding sentence of this paragraph B, this Easement does not grant to Grantee, nor to the public, any rights to enter upon the Property.

C. Injunction and restoration. To enjoin any activity on, or use of, the Property which is inconsistent with the purpose of this Easement and to enforce the reasonable restoration of such areas or features of the Property as may be damaged by such activity or use.

### **SECTION III**

#### **Prohibited Uses and Reserved Rights**

A. Prohibited uses. Any activity on or use of the Property that is inconsistent with the terms of this Easement or the Conservation Values of the Property is prohibited. Without limiting the generality of the foregoing sentence, the activities and uses described in Exhibit B, attached hereto and incorporated by this reference, are expressly prohibited.

B. Reserved rights. Grantor reserves to themselves, and to their 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 terms of this Easement or the Conservation Values of the Property. Without limiting the generality of the foregoing sentence, those uses and practices described in Exhibit C, attached hereto and incorporated by this reference, are expressly permitted.

### **SECTION IV**

#### **Prior Notice by Grantor and Approval of Grantee**

Any enterprise, use, or activity proposed to be done or undertaken by Grantor which requires the prior approval of Grantee pursuant to an express provision of this Easement (including any provision of Exhibit B or Exhibit C) shall be commenced only after satisfaction of the notice and approval conditions of this Section IV.

A. Grantor's written notice. Prior to the commencement of any enterprise, use, or activity requiring Grantee's approval, Grantor shall send Grantee written notice of his/her/their intention to commence or undertake such enterprise, use, or activity. Said notice shall inform Grantee of all aspects of such proposed enterprise, use, or activity, including, but not limited to, the nature, siting, size, capacity and number of structures, improvements, facilities or uses, as applicable.

B. Grantee's address. Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to Grantee at 105 West Main Street, Suite B, P.O. Box 7021, Bozeman, Montana 59771, or to such other address as Grantor from time-to-time may be informed of in writing by Grantee.

C. Grantee's response. Grantee shall have thirty (30) days from the receipt of such notice, as indicated by the registered or certified return receipt, to review the proposed enterprise, use or activity and to notify Grantor of any objection thereto. Such objection, if any, shall be based upon Grantee's opinion that the proposed enterprise, use or activity is inconsistent with the purpose of this Easement or the Conservation Values of the Property. If, in Grantee's judgment, conformity with the purpose of this Easement is possible, said notice shall inform Grantor of the manner in which the proposed enterprise, use or activity can be modified to be consistent with this Easement. Except as provided in paragraph E of this Section IV, only upon Grantee's express written approval may the proposed enterprise, use, or activity be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by Grantee.

D. Grantor's address. Grantee's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at 1260 Sunny Bear Drive, Bozeman, MT 59715 or to such other address as Grantee from time-to-time may be informed of in writing by Grantor.

E. Grantee's failure to respond. Should Grantee fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed enterprise, use or activity shall automatically be allowed, whether or not consistent with the purpose of this Easement, Grantee having no further right to object to the enterprise, use or activity identified by such notice.

F. Acts beyond Grantor's control. Grantor shall be under no liability or obligation for any failure in the giving of notice with regard to any prudent action taken by Grantor under emergency conditions or threat of emergency to prevent, abate, or mitigate significant injury to the Property or to any person resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any other cause beyond the control of Grantor similar to those occurrences specified.

## SECTION V Breach and Restoration

A. Grantee's remedies. If Grantee determines that Grantor or a third party acting with Grantor's knowledge or consent is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation. In said notice of violation, Grantee shall demand corrective action sufficient to cure the violation, and,

where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, Grantee shall demand corrective action to restore the portion of the Property so injured. If Grantor:

- (i) fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or,
- (ii) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within thirty (30) days of the date mutually agreed to between Grantor and Grantee as the date when efforts to cure such violation can reasonably begin, or,
- (iii) fails to continue diligently to cure such violation until finally cured,

Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

If Grantee, in its sole discretion, determines that a violation is threatened or imminent and that circumstances require immediate action to prevent or mitigate significant damage to any Conservation Value, Grantee may pursue its remedies under this paragraph without giving the notice required or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**B. Costs of enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including reasonable costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's reasonable costs of suit, including reasonable attorneys' fees, shall be borne by Grantee.

**C. Grantee's discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any provision of this Easement by Grantor

shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by 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.

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

E. Mediation. Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation. Mediation is therefore the parties' preferred dispute resolution procedure when circumstances do not require Grantor or Grantee to seek immediate injunctive relief from the courts. In the event of any dispute between Grantor and Grantee over the meaning, requirements, interpretation, or implementation of the Easement, Grantor or Grantee may refer the dispute to mediation by written request served upon the other party. The non-requesting party shall have ten (10) days after receipt of a mediation request to consent thereto or to refuse to mediate the dispute.

(a) Procedure. Within ten (10) days after Grantor and Grantee agree to mediation of a dispute, the parties shall mutually select a mediator. Mediation hearings shall remain informal, with each party being permitted to present such facts and evidence as it may reasonably believe supports that party's position. Costs and expenses of mediation shall be divided equally between Grantor and Grantee.

(b) Limitations. Notwithstanding any provision to the contrary, the mediation procedure set forth herein shall in no way be construed to deprive Grantor and Grantee from any judicial remedies provided at law, or by agreement herein, and is intended solely as an informal dispute resolution mechanism. Neither Grantor nor Grantee shall have the right to compel performance of the mediator's recommended solutions, unless such solutions are reduced to a binding written Agreement between Grantor and Grantee at the conclusion of the mediation process.

The parties hereto intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis, without reference to prior conflicts, disputes, or the resolutions thereto.

**SECTION VI**  
**Costs and Taxes**

Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with Montana Law. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Property, except any tax or assessment on this Easement herein granted. Any lawful tax or assessment on this Easement shall be paid by Grantee.

**SECTION VII**  
**Indemnities**

Grantor shall hold harmless, indemnify, and defend Grantee and its 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 (i) 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, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; (ii) the obligations specified in Section VI; and, (iii) the obligations arising from past, present or future presence of any hazardous substance on the Property, and any obligation associated with the cleanup of any such hazardous substance or the containment of its impact.

For purposes of this Easement, the term "hazardous substance" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local law, regulation or ordinance as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) any petroleum, natural gas, natural gas liquid, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

Except to the extent of the adjudicated proportionate fault of Grantor or its agents or employees, Grantee shall hold harmless and indemnify Grantor and its agents, employees, personal representatives, successors and assigns from and



against all liabilities, claims, penalties, costs, demands or judgments, including reasonable attorney's fees, arising from or in any way connected with injury to employees, agents, officers, or directors of Grantee while on the Property in the course of carrying out the duties and obligations of Grantee under the terms of this Easement.

**SECTION VIII**  
**Assignment of Easement**

This Easement and its benefits shall be assignable, but Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization," within the meaning of Section 170 (h) (3) of the Code. Any such qualified organization shall agree to enforce in perpetuity the conservation purpose of this Easement.

**SECTION IX**  
**Resource Data**

Grantors have made available to Grantee prior to the execution of this Easement information sufficient to document the condition of the natural resources of the Property at the time of the grant of this Easement. The parties acknowledge that this information shall be compiled and developed into a final resource documentation report as soon as is practically feasible after the grant of this Easement. The parties have signed a written acknowledgement, appended hereto as Exhibit D and incorporated herein by this reference, that the information compiled prior to the time of the grant of this Easement, which shall be incorporated into the final resource documentation report, accurately represents the condition of the Property as of the date of the grant of this Easement in accordance with Treasury Regulation 1.170A-14 (g) (5) (i). The final resource documentation report shall be on file with Grantee.

The parties intend that the resource data shall be used by Grantee to monitor Grantors' future uses of the Property and practices thereon. The parties agree that, in the event a controversy arises with respect to the biological or physical condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. The parties further agree that if the final resource documentation report contains any summaries of, or representations about, the terms of the conditions of this Easement, any conflict or inconsistency between the terms and conditions of this Easement and the final Easement documentation report shall be governed by the express terms and conditions contained herein and not in the final easement documentation report.

**SECTION X**  
**Extinguishment: Grantee's Entitlement to Proceeds**

A. Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement may only be terminated or extinguished, (as provided for in Treasury Regulations Section 1.170A-14 (g) (6) (i) ) whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled 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 Montana law at the time, in accordance with paragraph B of this Section X. Grantee shall use any such proceeds in a manner consistent with its land conservation objectives.

B. Compensation. This Easement constitutes a real property interest immediately vested in Grantee, which, for purposes of paragraph A of this Section X, 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 to improvements) 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 referred to in the preceding sentence shall be those values established by Grantor's qualified appraisal (pursuant to Treasury Regulation 1.170A-13) for federal income, gift or estate tax purposes. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement, as established at the time of this grant, shall remain constant. Within one (1) year of completion of the qualified appraisal, Grantor, Grantee, and Grantor's appraiser shall sign a written acknowledgement of the values thus established on a form similar to the sample attached hereto as Exhibit E. The original of said acknowledgment shall be held on file with Grantee at Grantee's normal place of business.

C. Eminent Domain and Condemnation. If all or a portion of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority, so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee may join in appropriate actions to recover the value of each party's proportionate interest in the Protected Property (or portion thereof) taken, as established by paragraph (B) above, including the value of the Grantee's Conservation Easement as it pertains to the condemned property at the time of the taking or condemnation. Grantor and Grantee shall be entitled to any incidental or direct damages resulting from such taking or condemnation, in proportion to their interest in the rights which are taken or condemned and for which such damages are awarded or paid. Any expense incurred by Grantor or Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee as set forth above.

**SECTION XI**  
**Miscellaneous Provisions**

A. Partial invalidity. 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 and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

B. "Grantor" and "Grantee". The terms "Grantor" and "Grantee," as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and their heirs, personal representatives, executors, successors in interest and assigns, and the Gallatin Valley Land Trust and its successors and assigns, respectively.

C. Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.

D. Subsequent transfers. Grantor agrees that reference to this Easement and reference to its dates and places of recording in the Public Records of Gallatin County will be made in any subsequent deed or other legal instrument by which he conveys any interest in the Property, including any leasehold interest. Grantor further agrees to attach a copy of this Easement to any deed by which Grantor conveys title to the Property.

E. Governing law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Montana shall govern resolution of such dispute.

F. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws, including MCA Section 76-6-101, et seq., and the Internal Revenue Code. Any amendment must be consistent with the conservation purpose of this Easement, may not affect its perpetual duration, and either must enhance, or must have no effect on, the Conservation Values which are protected by this Easement. Furthermore, the provisions concerning valuation of this Easement, which are set forth in Section X above and in Exhibit E, may not be amended. Any amendment must be in writing, signed by both parties, and recorded in the official records of Gallatin County, Montana.

G. 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 MCA Section 76-6-101, 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.

H. 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.


I. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

J. 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.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands.

GRANTOR:

BY:   
HARRY PIPER

BY:   
MARY PIPER

GRANTEE:

GALLATIN VALLEY LAND TRUST,  
A CORPORATION

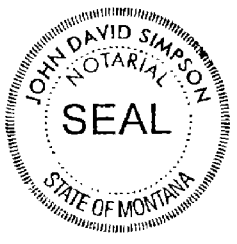
BY: 

STATE OF Montana )

: ss.

COUNTY OF Gallatin )

This instrument, including Exhibits A through E, was acknowledged before me on this 28<sup>th</sup> day of Dec., 1999, by Harry and Mary Piper.



[Signature]  
Notary Public for the State of Montana  
Residing at Bozeman, MT  
My commission expires June 24, 2000

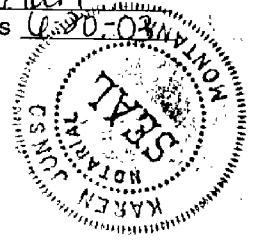
STATE OF MONTANA )

: ss.

County of Gallatin )

This instrument, including Exhibits A through E, was acknowledged before me on this 30 day of December, 1999 by Tutti Skaar as Vice President of the Gallatin Valley Land Trust.

Karen Munso  
Notary Public for the State of Montana  
Residing at Bozeman  
My commission expires 6-20-03





**EXHIBIT A  
LEGAL DESCRIPTION**

Tracts 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Certificate of Survey No. 517A, located in the NW1/4, NE 1/4, SE 1/4 and SW 1/4 of Section 24, Township 2 South, Range 6 East, M.P.M., Gallatin County, Montana. Excepting therefrom an inactive gravel quarry located in Tract 10 of Certificate of Survey No. 517A which is described as follows:

A portion of Tract 10 of Certificate of Survey No. 517-A, located in the Southeast One-Quarter of Section 24, Township 2 South, Range 6 East, Principal Meridian Montana, Gallatin County, Montana; being further described as follows: Beginning at the Southeast corner of Tract 10. Thence on the Southerly line of said Tract 10 the following 5 courses:

North 65°08'41" West a distance of 59.97 feet.

North 80°47'42" West a distance of 73.73 feet.

North 04°31'00" West a distance of 99.31 feet.

North 39°29'00" West a distance of 222.00 feet.

North 89°55'00" West a distance of 181.82 feet. Thence leaving said Southerly line of said Tract 10 North 11°00'00" West a distance of 1250.00 feet. Thence North 68°36'26" East a distance of 699.02 feet to the Northeast corner of said Tract 10. Thence South 01°27'39" East a distance of 1790.20 feet to the Point of Beginning.

Said tract being 18.644 acres.

INSTRUMENT OF POOR  
PHOTOGRAPHIC QUALITY

## EXHIBIT B PROHIBITED USES AND PRACTICES

The following uses and practices are hereby deemed to be inconsistent with the purpose of this Easement and are expressly prohibited:

1. Division, subdivision or de facto subdivision of the Property, except that the Property may be sold, conveyed, gifted, exchanged, or otherwise transferred as permitted in Exhibit C.
2. Commercial or industrial uses of or activities on the Property other than those related to agriculture, recreation, home occupations, or other uses as permitted in Exhibit C.
3. Construction of permanent structures or improvements of any kind, including homes, barns and other agricultural structures, except as permitted in Exhibit C. Also prohibited are commercial camping accommodations, tennis courts, swimming pools, mobile homes, or any other similar structures.
4. Without the prior written consent of the Grantee, the construction of antennas, windmills, water towers, utility poles or towers, and billboards, and other structures that may impair the scenic values of the Property, except as permitted in Exhibit C. Grantee's written consent pursuant to this Paragraph shall not be unreasonably withheld.
5. New road construction on the Property, except as may be reasonably necessary in the course of any activity permitted in Exhibit C.
6. Dumping of commercial or industrial waste, garbage or any toxic waste, in, on, or under the Property.
7. Alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be reasonably necessary in the course of any activity permitted in Exhibit C.
8. Mining, drilling or exploration or the extraction of minerals of any kind, oil, coal or other hydrocarbons, or fuel or other materials on the surface of the Grantor's land. Any subsurface or shaft mining or drilling, for the purpose of mining any of the above materials, is also prohibited.
9. Motorized recreational use by the general public.
10. The construction of fences in or around the Property in such a manner which would prevent or materially hinder the movement of wildlife, except as permitted in Exhibit C.

11. The location or operation of any feed lots on the Property.
12. Manipulation or alteration of the natural water courses and/or ponds on the Property, or the creation of new water impoundments or water courses, except as permitted in Exhibit C.
13. Riparian vegetation (except noxious weeds) shall not be disturbed along Rocky Creek, unless such vegetation poses an imminent threat to the safety of persons or property, and shall remain as a buffer between watercourses and wetlands and the agricultural fields. Grantor reserves the right to plant native vegetation in the riparian areas on the Property to encourage riverbank stabilization and to restore and reclaim damaged or degraded riparian habitats.
14. Hunting or trapping except for human safety purposes or pest control.

-----END EXHIBIT B-----

**EXHIBIT C  
PERMITTED USES AND PRACTICES**

The following uses and practices are hereby deemed to be consistent with the purpose of this Easement, and are expressly permitted:

1. To use the property for all purposes that are consistent with the general purposes of this Easement and that are consistent with the specific rights and restrictions set forth in this Easement.
2. To grant, convey, transfer, sell, exchange, devise, bequeath or gift the Property as a single parcel or in the following combination of Tracts: Tracts 4, 5, and 6; Tracts 3, 11, and 12; and Tracts 7, 8, 9, and 10. Such combination of Tracts may not be further subdivided. Whether conveyed as a single parcel or whether conveyed as a combination of Tracts pursuant to this paragraph, the Property shall be conveyed expressly subject to all terms, conditions, rights, restrictions, and obligations contained in this Easement. Grantor shall furnish Grantee with a copy of any documents or conveyance utilized to effect the transfer of the Property within thirty (30) days of the execution of said document or conveyance.
3. To maintain, repair, remodel, make additions to, and replace the existing house and associated residential structures, and build new associated residential structures within a 2 acre building envelope in the northwest corner of Tract 5. To maintain, repair, remodel, make additions to, and replace the existing house and associated residential structures, within a 3 acre building envelope in Tract 3, and to reserve the right to construct a second residential structure within that building envelope. To reserve the right to construct a house and associated residential structures within a 3 acre building envelope in Tract 7, and subsequently to maintain, repair, remodel, make additions to, and replace those structures. The houses and associated residential structures shall be no greater than two (2) stories in height, excluding chimneys, measured from the original average grade of the building locus. The building envelope shall contain the house and associated residential structures such as a guest house, garage, sheds, satellite dish, septic system, and drain field. Wells and drainfields may be located outside the building envelope if necessary. The purpose of the building envelope is to allow residents flexibility in utilizing their houses and associated residential structures, while clustering structures to protect the remaining open space features of the Property, including wildlife habitat and scenic viewshed values. Prior to the Grantor's building within Tract 7, Grantee must be notified regarding the proposed location of the building envelope, and Grantee's consent must be received in writing. Grantee's written consent pursuant to this Paragraph shall not be unreasonably withheld.
4. To construct new non-residential structures to support agricultural activities, including but not limited to barns, shelters, foaling or calving sheds, outdoor riding

arenas, and corrals, and to maintain, repair, remodel and make additions to existing and permitted agricultural structures. In the event of removal or destruction of any or all of said structures, to replace them with similar structures of the same approximate size in the same locations. Food preparation and bathroom facilities may be included in these structures for agricultural-related purposes. Any new structures shall be located outside of areas in which riparian vegetation predominates and, when feasible, new structures shall not impair views from public roads.

5. To remove buildings and other structures no longer desired.

6. To maintain existing roads on the Property. Also, to construct new roads that may be reasonably necessary to engage in uses permitted by this Easement, contingent upon Grantee's written consent. Grantee's written consent pursuant to this Paragraph shall not be unreasonably withheld.

7. To use or lease the Property for agricultural purposes, provided the Conservation Values are maintained. Agricultural use is described as the cultivation of crops or the raising of domestic animals.

8. To maintain and repair all irrigation ditches and agricultural water systems and to replace water diversion systems with similar ditches in the same general locations, if this becomes necessary.

9. To maintain and develop water resources on the Property for permitted agricultural uses, fish and wildlife uses, domestic needs, and private recreation.

10. To enhance and/or restore areas on the Property for fish, wildlife and other Conservation Values.

11. To construct, replace or improve a well or wells on the Property for domestic, livestock, irrigation, and/or wildlife enhancement purposes.

12. To construct, maintain, repair, replace and/or remove fences on and around the Property. Such fences may not be constructed in such a manner which would prevent or materially hinder the movement of wildlife, as provided in Exhibit B. Grantor would be permitted, however, to construct wildlife exclosures to protect amenities within the building envelope such as yards, gardens, fruit trees, and ornamental plantings; and to provide for human safety. The Grantor would also be permitted to build wildlife proof storage areas and domestic livestock pens outside the building envelope to protect livestock forage, hay, and grain supplies, etc. and to secure domestic livestock.

13. To control weeds by integrated control measures which includes; manual, mechanical, cultural, chemical, and/or biological techniques. The control and management of weeds shall follow State and County recommendations and guidelines. Use of pesticides or fertilizers are limited to only those amounts and to

only that frequency of application necessary and recommended by the manufacturer and within Federal and/or State guidelines.

14. To burn and to use controlled burning as a vegetative management tool.

15. To removed dead or diseased trees that pose a hazard to persons or property and the cutting of firewood for noncommercial use. In connection with the upkeep, maintenance and repair of structures and residences, Grantor may clear brush, prune, trim and remove trees, and plant trees, shrubs, flowers and other native and non-native species for landscaping and gardening purposes. Grantor may also trim live trees to improve the general health and vigor of timber stands and of individual trees.

16. At Grantor's discretion, to place several small signs on the borders of the Property stating that Grantor's property is protected by a conservation easement held by the Gallatin Valley Land Trust.

-----END EXHIBIT C-----



**EXHIBIT D  
ACKNOWLEDGEMENT OF INSPECTION OF RESOURCE DATA**

KNOW ALL PERSONS BY THESE PRESENTS, that Harry and Mary Piper of 1260 Sunny Bear Drive, Bozeman, MT 59715, as Grantor of the Easement to which this Exhibit D is attached and into which it is incorporated by reference, and GALLATIN VALLEY LAND TRUST of Bozeman, Montana, as Grantee of said Easement, hereby mutually acknowledge, declare, and agree as follows:

1. Grantor has made available to a representative of Grantee prior to the grant of this Easement, information sufficient to document the condition of the natural resources and conservation interests associated with the Property which is subject to this Easement.
2. A representative of Grantee has collected and compiled data sufficient to establish the condition of the Property as of the date of the grant of this Easement.
3. The data collected to be included in a final resource documentation report was compiled by a representative of Grantee on a site visit to the Property on December 1, 1999 and consists of the following: Discussion of plant communities, wildlife habitat, water resources, and ecological features; discussion of land uses and condition of the Property's natural resources; and photographs of structures, developments, improvements, and other cultural features.
4. Grantor and Grantee mutually acknowledge and agree that this information constitutes an accurate representation of the Property to be subject to this Easement at the time of its grant.
5. Additional information and documentation will be gathered as historical government and archival documents and aerial photographs are made available to Grantor and Grantee.
6. Grantor and Grantee further agree that a final resource documentation report shall be completed from the above-mentioned information no later than nine (9) months after the grant of this Easement to Grantee. Upon its completion, the final resource documentation report shall be reviewed and approved in final form by both Grantor and Grantee, and shall be on file with Grantee in Grantee's normal place of business.

DATED this 28 day of December 1999

GRANTOR:

  
HARRY PIPER

  
MARY PIPER

GRANTEE:

  
GALLATIN VALLEY LAND TRUST

**EXHIBIT E**  
**SAMPLE OF FORM TO BE USED FOR**  
**ACKNOWLEDGEMENT OF VALUE OF THE**  
**PIPER CONSERVATION EASEMENT**

Harry and Mary Piper of 1260 Sunny Bear Drive, Bozeman, MT 59715, Grantor of a Deed of Conservation Easement dated \_\_\_\_\_, 19 \_\_\_\_ and recorded on \_\_\_\_\_, 19 \_\_\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_, Records of Gallatin County, Montana, Grantee of said Conservation Easement, and \_\_\_\_\_ appraiser of the property subject to the Conservation Easement, (hereinafter the "Property"), hereby acknowledge, declare, and agree as follows:

1. That the value of the Property immediately prior to encumbrance by the grant of the Conservation Easement was \_\_\_\_\_, and the value of the Property immediately after the conveyance of the Conservation Easement to the Gallatin Valley Land Trust was \_\_\_\_\_.

2. Thus, the parties hereto agree that the grant of the Conservation Easement reduced the value of the Grantor's interest in the Property by \_\_\_\_\_ percent (\_\_\_\_\_%).

The original of this Acknowledgement is to be retained in the files of Gallatin Valley Land Trust, or its successors and assigns, at its normal place of business.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HARRY AND MARY PIPER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GALLATIN VALLEY LAND TRUST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPRAISER