

THE NATURE CONSERVANCY RECREATION MANAGEMENT AREA LANDOWNER AGREEMENT

THIS LANDOWNER AGREEMENT ("Agreement"), entered into effective as of 8/31, 2015, is by and between The Nature Conservancy (hereinafter referred to as "Landowner"), and the Montana Department of Fish, Wildlife and Parks (hereinafter referred to as "Department").

WITNESSETH:

WHEREAS, it will be of benefit to the parties hereto and to the public to provide for adequate and responsible hunting and recreational management of the Landowner's property in Missoula, Powell, and Lewis & Clark Counties, to be designated as the "The Nature Conservancy Recreation Management Area" as hereinafter more particularly described in Exhibit "A" (hereinafter referred to as the "RMA").

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, the parties agree as follows:

1. The RMA shall be and remain open to lawful hunting and fishing during all legally established seasons subject to the terms and provisions of this Agreement and other restrictions as may be established by Landowner.
2. Special Regulations, as shown in Exhibit "A" attached hereto, will be promulgated and enforced by the Department.
3. As a means of providing the recreating public with the Special Regulations, informational sign boards or kiosks shall be installed on roads at entry points to the RMA.
4. All necessary signs and kiosks to be posted shall be provided by the Landowner and installed by the Department at the Landowner's expense.
5. The Landowner, expressly reserves the right to remove, or cause to be removed, any person or persons from the RMA for any cause, or no cause.
6. Landowner is not conveying any interest or right to the Department or the public by entering into this Agreement and all privileges and rights of ownership remain with the Landowner.
7. Except as otherwise provided herein, this Agreement will remain in effect for the period of time from the date of signing hereof by the Department and Landowner to August 7, 2017. Landowner may terminate this Agreement upon sixty (60) days advance written notice of termination. In the absence of early termination, the Department may give written notice to the Landowner of its desire to renew this Agreement no later than January 1, 2017. Thereafter, the parties shall have until August 7, 2017 to conclude the renewal by signing an amendment to this Agreement or a new Agreement.
8. If Department fails to perform in accordance with this Agreement, or uses the lands in a manner inconsistent with the provisions hereof, the Landowner may notify the Department by written notice of default, effective when received. If Department fails to take appropriate action to correct the default within sixty (60) days from receipt of Landowner's notice, then this Agreement may be terminated by Landowner upon delivery of a written notice of termination, effective immediately upon receipt of such notice of termination.
9. If Landowner transfers or ceases to manage all or a portion of their real property subject to this Agreement during the term hereof, this Agreement shall be terminated as to that portion of the property transferred or which Landowner ceases to manage, unless this agreement is ratified in writing by the successor owner or manager.
10. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana.
11. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by all parties to this Agreement.
12. Notices. Addresses for the respective parties are as follows, which addresses shall be used for purposes of written notices required under this Agreement:

Montana Fish, Wildlife and Parks, Region 2 Office, 3201 Spurgin Road, Missoula, MT 59804

The Nature Conservancy, 32 South Ewing Street, Helena, MT 59601

Notices may be delivered by personal delivery against signed receipt, by postage paid, registered mail deposited with the U.S. Postal Service, or by an overnight courier service which provides a confirmation of delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Montana Fish, Wildlife and Parks

by: M. Jeff Hagen

The Nature Conservancy

by: Steve K. Kish
W. MT LAND STEWARD FOR TNC-MT

EXHIBIT "A"

THE NATURE CONSERVANCY LANDS RECREATION MANAGEMENT AREA

Public Use Special Regulations

1. Motorized vehicles, with the exception of snowmobiles, are allowed only on designated open roads or areas posted as open to motorized use. Motorized vehicles are prohibited behind any closed gate, earthen barrier, barricade, or signs. Road restrictions apply behind unmarked gates and barricades, even if vandalized or open. The Nature Conservancy (TNC) and/or their designee in the course of administrative work, and federal, state, and county officials in the course of their official duties, are exempt from these restrictions.
2. Snowmobiles are allowed from December 1 through April 1. Snowmobiles are allowed to go beyond earthen barriers or gates.
3. Vehicles and snowmobiles may not be parked in such a manner as to obstruct traffic or block a gate.
4. Public camping is allowed for up to 16 days per campsite, no permit is required. Campsites may not be left unattended for more than three consecutive days. Campfires must be attended at all times. Cutting of firewood for use while camping is allowed and does not require a firewood permit from TNC.
5. Human waste shall be disposed of in a self-contained toilet or buried at least 6 inches deep. Burial shall be at least 300 feet from water sources.
6. Personal-use plant, berry and mushroom harvesting is allowed; no permit is required.
7. Cutting of firewood requires a Firewood Permit from TNC. Gathering of dead or down wood is allowed with a TNC firewood permit from June 1 – December 31 and must not exceed five cords per permit.
8. Hunting and trapping is allowed except within identified safety zones. Trapping is prohibited on active logging and road construction projects when machinery is present. Traps must be set 1000 feet from all residences and trailheads, and 150 feet from all roads and hiking trails.
9. Recreational (target) shooting and discharge of firearms is prohibited when posted, and within identified safety zones.
10. All human, pet, and livestock food, garbage, and other attractants must be stored at all times in accordance with the Montana Fish, Wildlife and Parks; Wildlife Management Food/Attractant Order to minimize conflicts with bears.
11. The use of certified weed-seed-free hay, forage, and bedding is required for all livestock and animal handlers.
12. Exploding targets, fireworks, or explosives are prohibited.
13. A Land Use or Special Permit is required from TNC for any exceptions to these rules or other special uses, and for any commercial activity on TNC owned or managed lands.
14. In accordance with 75-10-212, MCA, littering is prohibited.