

**BEAR CREEK ANGUS RANCH**  
(Ostler Portion)  
**RESTATEMENT OF DEED**  
**OF CONSERVATION EASEMENT**

THIS RESTATED DEED OF CONSERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
**Nathan Ostler** ("Landowner"), whose address is 1 Carkeek Ln. Cameron, MT 59720-9608 to the  
**MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS**, ("Department") whose address is 1420 East  
Sixth Avenue, P.O. Box 200701, Helena, Montana, 59620-0701.

**WITNESSETH**

**WHEREAS**, on November 21, 1994, the Bear Creek Angus Ranch, Inc. conveyed a Deed of Conservation Easement (hereafter referred to as the 1994 Deed of Conservation Easement) to the State of Montana, Department of Fish, Wildlife & Parks, recorded in Book 385 of Miscellaneous, Page 501, records of Madison County, Montana;

**WHEREAS**, on December 29, 1999, the Bear Creek Angus Ranch, Inc. conveyed all its property to Black Mountain Ranch, LLC, subject to the terms of the 1994 Deed of Conservation Easement;

**WHEREAS**, on July 12, 2000, Black Mountain Ranch, LLC, transferred a portion of the Bear Creek Angus Ranch property to William H. Ramsay and Steve M. Flanagan subject to the terms of the 1994 Deed of Conservation Easement;

**WHEREAS**, in 2001, Black Mountain Ranch LLC transferred another portion of the Bear Creek Angus Ranch property to Mark and Connie Lenart subject to the terms of the 1994 Deed of Conservation Easement;

**WHEREAS**, the Department and Black Mountain Ranch LLC desired to include additional land and to clarify and correct certain terms of the 1994 Deed of Conservation Easement as it pertained to the remaining land owned by Black Mountain Ranch LLC and so amended and restated the 1994 Conservation Easement on November 29, 2001;

**WHEREAS**, the 2001 Restatement of Deed of Conservation Easement did not include land owned by Ostler (Landowners in this document) or Lenart, which land ownerships remain subject to the 1994 Deed of Conservation Easement;

**WHEREAS**, Landowners are the owners of certain real property in Madison County, Montana more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land");  
BOOK 534, PAGE 358

**WHEREAS**, a portion of the Land owned by the Landowners is encumbered by the 1994 Deed of Conservation Easement;

**WHEREAS**, Department recognizes the importance of incorporating the additional land into this Restatement of Deed of Conservation Easement and correcting any previous errors in the legal description of the 1994 Deed of Conservation Easement;

**WHEREAS**, on the portion of the Land described in Exhibit A to the 1994 Deed of Conservation Easement and described in Exhibit A to this Restatement of Deed of Conservation Easement, the Landowner

and the Department desire to reaffirm the intent of the 1994 Deed of Conservation Easement and to amend and correct terms in the 1994 Deed of Conservation Easement as it applies to the Land now owned by the Landowners and depicted in Exhibit A attached here to;

**NOW THEREFORE**, Landowners and Department do hereby restate and replace the 1994 Bear Creek Angus Ranch Deed of Conservation Easement, dated November 21, 1994, recorded in Book 385 of Miscellaneous, Page 501, records of Madison County, as it applies to the Land described in Exhibit A of this Restatement of Deed of Conservation Easement as follows:

## **I. RECITALS**

- A. Landowners are the owners of certain real property in Madison County, Montana, (the Land) described in Exhibit A and as shown on Exhibit B attached hereto and incorporated herein by this reference.
- B. In the Madison Valley, the biggest threat to both agriculture and wildlife is subdivision that ultimately results in the loss of productivity and significantly reduces the open space quality of the land.
- C. The State of Montana has recognized that certain native plant communities and wildlife habitat are worthy of perpetual conservation and has directed the Department to acquire or conserve such areas by voluntary, cooperative means.
- D. The Land supports significant communities of native plants and habitat for native wildlife valuable to the people of Montana; and possesses natural, scenic, open space, agricultural, and recreational values (collectively "conservation values"), all of which are worthy of perpetual conservation. In particular, the Land possesses intermountain grassland vegetation communities, important in Montana as wildlife habitat for numerous species. The Land has a long history of productive ranching, compatible with its wildlife values, and maintaining a productive ranching operation on the Land is of statewide and local importance.
- E. Public hunting is a desirable method of wildlife management and the opportunity for public hunting is a desirable recreational use of the Land.
- F. Landowners have permitted and allowed the public to have access to the Land for hunting opportunities, and the parties wish to continue to provide hunting opportunities for the public.
- G. The conservation values of the Land can be protected by a conservation easement.

## **II. AGREEMENTS**

In the recitals, mutual covenants, and terms contained in this Easement and pursuant to the laws of the State of Montana and in particular to the Open-Space and Voluntary Conservation Easement Act, §76-6-101, et seq.; §§87-1-209 through 87-1-241; and Title 70, chapter 17, MCA, Landowners voluntarily grant and convey to the Department and the Department accepts a conservation easement in perpetuity consisting of the following rights and restrictions over and across the Land described in Exhibit A and as shown on the Exhibit B map.

### **A. PURPOSES**

- 1. The purpose of this Easement is to preserve and protect in perpetuity the open space required by wildlife and agriculture in the Bear Creek area of the Madison Valley and to preserve and protect in perpetuity the conservation values of the Land, with consequential benefits to the Bear Creek Wildlife Management Area and the Land, by providing a block of open unsubdivided space that will be maintained in perpetuity. The Landowners and the Department intend that this Easement will limit the use of the Land to activities consistent with the purposes of this Easement, such as livestock grazing, directly related agricultural land management activities, and other activities allowed by this Easement.
- 2. A further purpose of this Easement is to maintain into perpetuity, public access to the Land for recreational hunting, as provided in Paragraph II B.3 of this Easement.

3. Pursuant to the terms of §76-6-107, MCA, the Land, preserved by this Easement as natural land, may not be converted or diverted to any uses other than those provided for by this Easement.

## **B. DEPARTMENT'S RIGHTS**

The rights conveyed to the Department by this Easement are:

1. The right to enter the Land to monitor Landowners' compliance with and to enforce the restrictions on the Landowners' activities and to exercise the rights granted to the Department by this Easement and to observe, study, and make scientific observations of the Land's wildlife habitat and ecosystems in a manner that will not interfere with the use of the Land by the Landowners.

2. The right to prevent any activity on, or use of the Land that is inconsistent with this Easement and to require the restoration of any areas or features of the Land that may be damaged by inconsistent activity or use by the Landowners, as specified in this Easement.

3. The perpetual right, on behalf of and for the benefit of the general public, of access by foot for recreational hunting to the Land, in accordance with the following terms and conditions:

a. The public's access shall be during all hunting seasons established by the State of Montana.

b. The public may hunt game animals and game birds of all sex and age classes in accordance with hunting regulations adopted by the State of Montana.

c. The public's access to the Land for hunting shall be in numbers that take into account the Landowners' reasonable concerns for safety, and which are consistent with the objectives of the Elk Management Plan for the Madison Elk Management Unit established by the State of Montana, and consistent with the objectives of other species management plans adopted by the Montana Fish, Wildlife & Parks Commission, the Department, or any successor agency of the State of Montana with jurisdiction over wildlife management. Such management plans and objectives are based on sustaining wildlife populations which fluctuate over time. The number of persons allowed access to the Land for recreational hunting will change from time to time due to fluctuating wildlife populations on the Land or in the area.

d. The Landowners may manage the number and distribution of hunters on the Land, consistent with subparagraph c above.

## **C. LANDOWNERS' RIGHTS**

Landowners reserve to themselves, their heirs, successors and assigns, all rights accruing from ownership of the Land, including the right to engage in or permit others to engage in all uses of the Land that are not expressly prohibited or restricted by this Easement and are not inconsistent with the purposes of the Easement. Without limiting the generality of the previous statement and subject to the restrictions on Landowners' uses and practices set forth in this Easement, the following rights are expressly reserved:

1. The right to carry on any agricultural or ranching activity that is not inconsistent with the terms of this Easement, including but not limited to grazing of domestic livestock, maintaining and constructing fences, corrals, water developments and any nonresidential agricultural buildings such as barns, provided that nonresidential agricultural buildings must be located only in the 1.5 acre developed site located in SE4NE4 of Section 33 identified as area C of Exhibit B.

2. The right to restore, maintain, repair, remodel, and replace the existing residential structures in their present locations in the 15-acre developed site on the Land as follows:

a. One home and associated outbuildings located on 7.5 acres, located in the SW4NE4 of Section 33 T7S, R1E, identified as area A of Exhibit B

b. One home and associated outbuildings located on 7.5 acres located in the NW4SW4 of Section 34, T7S, R1E, identified as area B of Exhibit B

3. Subject to the right of public access for recreational hunting granted to the Department in this Easement and the restrictions on Landowners' activities, the right to engage in and permit others to engage in all recreational uses of the Land.

## **D. RESTRICTIONS ON LANDOWNERS' ACTIVITIES**

Any activity on or use of the Land that is inconsistent with the purposes of this Easement is prohibited. Without limiting this general prohibition, the following activities and uses are expressly prohibited or restricted.

1. Any division or subdivision of the Land that results in the Land being divided into more than two parcels of any size is prohibited. It is the intent of this restriction to require that the Land remain as no more than two separate units. If and when the Land is sold or transferred, it must be sold subject to the terms and conditions of this Easement, without modification or expansion of the terms of the Easement. At least thirty (30) days prior to its execution, the Landowners shall furnish the Department with a copy of any document or conveyance used to affect such a property transfer. The Landowners must furnish any subsequent Landowner with a copy of this Easement.

The prohibition against subdivision applies to the sale, rental, lease or other conveyance of any portion of the Land that was divided or subdivided prior to the grant of this Easement to the Department, except as provided in this paragraph. Landowners may rent or lease portions of the Land for agricultural purposes only. The Land may not be used as open or natural space or parkland for any subdivision or development purposes or requirements on land not covered by this Easement, nor may the Landowners transfer any development or subdivision rights separate from the Land.

2. The use of the Land for renting, leasing of, or sale of access to others for hunting purposes, whether or not as a part of a commercial outfitting or guiding business, is prohibited. Operating a commercial hunting operation or charging fees (sometimes known as trespass fees) for hunting on the Land or for access to public land, is prohibited. The Landowners may not sell, assign, convey, or otherwise transfer any interest in itself for the purpose of providing access to the Land in contravention of this paragraph.

3. The renting, or leasing of the Land, or sale of access to the Land to others for winter recreation activities, such as skiing, snowmobiling, or snowshoeing, whether or not as part of a commercial outfitting or guiding business, is prohibited. Landowners may not sell, assign, or convey, or otherwise transfer any interest in itself for the purpose of providing access to the Land in contravention of this paragraph.

4. Game Farming, and the introduction of any wildlife species is prohibited. The use of the Land as an alternative livestock ranch, game bird farm, fur farm, shooting preserve, zoo or menagerie, or in connection with the ownership, leasing, keeping, holding, capture, propagation, release, introduction or trade in any animal that may pose a genetic or disease threat to any mammalian, avian, reptilian, aquatic or amphibian wildlife species, whether or not indigenous to Montana, is prohibited; however, Landowners have the right to have ranch dogs and household pets on the Land. This prohibition does not apply to common domestic livestock, or to the introduction, transplantation or release of native wildlife species on the Land by the Department with the consent of the Landowners.

5. The use of any fence or other barrier that prevents the natural movement of wildlife on or across the Land is prohibited, except those necessary to protect silage bags, haystacks, and domestic gardens.

6. Cultivation on land of predominant native vegetation is prohibited. The area of predominate native vegetation is depicted in Exhibit B. Cultivation may occur on existing domestic hay lands and grain fields. Existing pastures that have been improved through tillage or other means may only be plowed and replanted with similar improved pasture grass.

7. The construction or placement of any additional residential structures (including, without limitation, trailers and mobile homes) is prohibited, except as expressly allowed in paragraph II.C.3 of this Easement.

8. Except as provided in this paragraph, the exploration for or development and extraction of minerals, coal, bentonite, hydrocarbons, soils, or other materials by any surface mining method, or any method that based on the significance criteria set forth in § 12.2.431, 1988 Administrative Rules of Montana, would significantly impair or interfere with the conservation values of the Land is prohibited. Prior to engaging in any exploration for or development and extraction of minerals, coal, bentonite, hydrocarbons, gravels, soils, or other materials not otherwise prohibited by this paragraph, Landowners shall seek prior approval from the Department and submit a plan for the Department's review and approval that provides for minimizing adverse impacts on the conservation values of the Land. In

addition to such other measures as may be required to protect the conservation values of the Land, the plan must provide for (a) locating all facilities so as to be compatible with existing landscape and wildlife populations to the greatest extent practical (b) restoring any altered natural features of the Land to their original state, and (c) compliance with all applicable legal requirements.

9. Any commercial or industrial use of or activity on the Land is prohibited. However, this paragraph does not affect the Landowners' right to use the Land for agricultural and ranching purposes, or for any other use specifically allowed in this Easement.

## **E. COOPERATIVE MANAGEMENT PROGRAMS**

The Department and Landowners recognize the benefits of coordinated and cooperative management programs. For this reason, both parties agree to the following:

1. Landowners and the Department will continue to cooperate in the management of wintering elk populations on the Land consistent with Department policies and Landowners' tolerance.

2. Landowners and the Department may in the future wish to enter into coordinated and cooperative habitat improvement projects which may include, but are not limited to, a grazing management program designed to provide benefits to both wildlife and agriculture, waterfowl developments, and upland game bird habitat improvement projects.

## **F. EASEMENT BASELINE REPORT**

The parties agree that an Easement Baseline Report (Report), has been completed by a natural resource professional familiar with the area, reviewed by the Department and the previous Landowner, and acknowledged by them to be an accurate representation of the physical and biological condition of the Land and its physical improvements as of the date of the conveyance of the original 1994 Bear Creek Angus Ranch Deed of Conservation Easement. The present Landowners acknowledge having received a copy of this Report. In the event a controversy arises with respect to the nature of the biological and/or physical condition of the Land and its improvements, the parties may use the Report, as well as all other relevant or material documents, surveys, reports, or other information to assist in the resolution of the controversy.

The Department shall make the Report available to Landowners and their heirs, successors, and assigns.

NOTICE TO AND APPROVAL OF THE DEPARTMENT e purpose of requiring the Landowners to notify the Department prior to undertaking certain permitted activities is to afford the Department an opportunity to ensure that activities are designed and carried out in a manner consistent with the purposes and other provisions of this Easement. Whenever prior notice only is required under this Easement, Landowners must notify the Department in writing not less than thirty (30) days prior to the date the Landowners intend to undertake the activity. Whenever prior approval is required, Landowners must notify the Department in writing not less than sixty (60) days prior to the date the Landowners intend to undertake the activity. The notice must be sent by registered or certified mail, return receipt requested, or by courier, or personal delivery, and must describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Department to make an informed judgment as to its consistency with this Easement. The Department has sixty (60) days from receipt of the notice, as indicated by the registered or certified return receipt, or other proof of receipt to review the proposed activity and to notify the Landowners of its objections to the proposed activity. Objections must be based upon the Department's opinion that the proposed activity is inconsistent with this Easement. If, in the opinion of the Department, it is possible that the proposed activity can be modified to be consistent with the Easement, the Department shall inform the Landowners of the manner in which the proposed activity may thereafter be conducted in a manner that is mutually acceptable to the Landowners and the Department. The Department's response to Landowners' notice must be sent by registered or certified mail, return receipt requested, or delivered by courier, or personal delivery service.

If the Department fails to post its response to the Landowners' notice within sixty (60) days of receipt of the notice, the proposed activity must be deemed to be consistent with the terms of this Easement. The Department has no further right to object to the activity identified by such notice. The Landowners are under no liability or obligation for any failure to give prior notice for any activity undertaken by the Landowners necessitated by virtue of fire, flood, act of God, or other element, or any other emergency; however, after such an event, if there is damage to the conservation values protected by this Easement, the Landowners shall notify the Department of the damage as soon as practicable.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other must be in writing and either served personally or sent by registered or certified mail, return receipt requested, or delivered by courier, or personal delivery service addressed as follows: or to such other address as either party from time to time shall designate by written notice to the other.

|               |  |
|---------------|--|
| To Landowner  | Nathan Ostler<br>1 Carkeek Ln.<br>Cameron, MT 59720-9608   |
| To Department | Administrator, Wildlife Division<br>Department of Fish, Wildlife & Parks<br>1420 E. Sixth Avenue<br>PO Box 200701<br>Helena, MT 59620-0701 |

#### **G. REMEDIES FOR UNAUTHORIZED USES AND PRACTICES**

If the Department determines that the Landowners have violated the terms of this Easement or that a violation is threatened, or if the Landowners undertake any activity requiring approval of the Department without first obtaining such approval, the Department shall give written notice to the Landowners of the violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Land resulting from any use or activity inconsistent with the terms of this Easement, to restore the portion of the Land so damaged.

If the Landowners fail to cure the violation within sixty (60) days after receipt of notice from the Department, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing the violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally correct, the Department 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 or injury to any conservation values protected by the terms of this Easement or damage to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Land to the condition that existed prior to the injury. Without limiting the Landowners' liability, the Department, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Land.

If the Department, in its sole discretion, determines that circumstances require action to prevent or mitigate significant damage to the conservation values of the Land, the Department may pursue its remedies under this paragraph without prior notice to the Landowners or without waiting for the period provided for cure to expire.

The Department's rights under this provision apply equally in the event of either actual or threatened violation of the terms of this Easement, and the Landowners agree that if Department's remedies at law for any violation of the terms of this Easement are inadequate, the Department is entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Department 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. The Department's remedies described in this section are cumulative and are in addition to all remedies available at law or in equity.

Nothing contained in this Easement may be construed to entitle the Department to bring any action against the Landowners for any injury to or change in the Land resulting from causes beyond the Landowners' control, including, without limitation, fire, flood, storm, and natural earth movement, or from any prudent action taken to prevent, abate, or mitigate significant injury to the Land resulting from such causes.

Enforcement of the terms of this Easement is at the discretion of the Department, and any forbearance by the Department to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Landowners shall not be deemed or construed to be a waiver by the Department of that term or of any subsequent breach of the same or any other term of this Easement. No delay or

omission by the Department in the exercise of any right or remedy upon any breach by Landowners may impair the right or remedy or be construed as a waiver, nor may any forbearance or delay give rise to a claim of laches or prescription.

#### **H. HOLD HARMLESS AND INDEMNITY**

The Landowners shall hold harmless, indemnify, and defend the Department and its employees, agents, and contractors 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 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 Land, regardless of cause, unless due to the negligence or willful misconduct of the Department or its agents, employees, or contractors.

The Department similarly agrees to hold harmless, indemnify, and defend the Landowners and their employees, agents and contractors 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 injury to or the death of any person or physical damage to any property, resulting from any action, omission, condition, or other matter related to or occurring on or about the Land, as a result of the Department's exercise of its rights granted under this Easement, unless due to the negligence or willful misconduct of the Landowners or their agents, employees or contractors.

#### **I. TERMINATION, EXTINGUISHMENT, CONDEMNATION**

It is the unequivocal intention of the parties that the conservation purposes of this Easement be carried out in perpetuity. If circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the Department shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Land subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Montana law at the time, as herein provided. The parties agree that changed economic conditions may not be circumstances justifying the modification, termination, or extinguishment of this Easement. The Department shall use all such proceeds in a manner consistent with the conservation purposes of this Easement.

This Easement constitutes a real property interest immediately vested in the Department. For the purposes of this paragraph, the parties stipulate that the Easement has 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 values of the Easement, at the time of this grant. The parties may execute a separate agreement in which these values are acknowledged and agreed. The values at the time of this grant must be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the property unencumbered by the Easement shall remain constant.

If the Land covered by this Easement is taken, in whole or in part, by exercise of the power of eminent domain, the Landowners and the Department shall be entitled to compensation in accordance with the values and ratios determined under the preceding paragraph.

#### **J. SUBORDINATION**

Upon request, the Department agrees to subordinate its rights under this Easement to the rights of any future mortgage holders or other holder of a security interest. The Department's rights subject to subordination are limited to monetary aspects of enforcement and collection of a loan, which under no circumstance may result in any modification, extinction, waiver, amendment, or alteration of any term or condition of this Easement. Any future subordination must be formalized in writing in a separate instrument between the Department and the lender.

**K. ASSIGNMENT**

This Easement is transferable, but the Department may assign this Easement only to an organization that is a qualified organization at the time of transfer under Section I 70(h) of the Internal Revenue code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements under the laws of the state of Montana. As a condition of such transfer, the Department shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

**L. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Landowners and the Department are free to jointly amend this Easement; provided that no amendment may be allowed that will affect the qualifications of this Easement under any applicable laws, including §76-6-101, et seq., MCA, or Section I 70(h) of the Internal Revenue Code, as amended, and any amendment must be consistent with the purposes of this Easement, and may not affect its perpetual duration.

**M. RECORDATION**

The Department shall record this instrument or an abstract of it in a timely fashion in the official records of Madison County, Montana, and may re-record it at any time as may be required to preserve its rights in this Easement.

**N. GENERAL PROVISIONS**

- 1. Controlling Law. The laws of the State of Montana will govern the interpretation and performance of this Easement.
- 2. Construction. Any general rule of construction to the contrary notwithstanding, this Easement must be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of §76-6-101, et seq., MCA. 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 must be favored over any interpretation that would render it invalid.
- 3. 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 into this Easement.
- 4. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Landowners' title in any respect.
- 5. Successors. This Easement is binding upon, and inures to the benefit of the parties, their heirs, administrators, successors and assigns, and continues as a servitude running in perpetuity with the Land.
- 6. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Land, except that liability for acts or omissions occurring prior to transfer survive transfer.
- 7. Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions of this Easement is not affected.

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

IN WITNESS WHEREOF, Landowners and the Department have set their hands on the day and year first above written.

**LANDOWNERS**

\_\_\_\_\_  
Nathan Ostler

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) :SS.



This instrument was acknowledged before me on \_\_\_\_\_ 2022  
by \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS**

\_\_\_\_\_  
Director of Montana Fish, Wildlife and Parks

State of Montana)  
:ss.  
County of Lewis and Clark )

\_\_\_\_\_, as director of the Montana Department of Fish, Wildlife and Parks,  
acknowledged this instrument before me on \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at \_\_\_\_\_

## EXHIBIT A

### Legal Description Bear Creek Angus Ranch (Ostler Portion) Restatement of Deed of Conservation Easement

#### **TOWNSHIP 7 SOUTH. RANGE 1 EAST. P.M.M.**

##### **Section 33 - N½**

Excluding therefrom a tract situated in the E½SE¼NE¼ of said Sec. 33, described by metes and bounds as follows:

Commencing at a point on the East line of said Sec. 33, which point is 208.71 feet North of the SE corner of the NE¼ of said Section; thence from said point of beginning continuing North along said East line a distance of 834.84 feet; Thence West parallel with the North line of said Sec. 33 a distance of 208. 71 feet; thence South parallel with the East line of said Sec. 33 a distance of 834.84 feet; Thence East parallel with the North line of said Sec. 33 a distance of 208. 7,1 feet to the point of beginning, as previously described in Book 225, page 564, records of Madison County, Montana.

Also excluding an approximately one acre tract located in the SE4SE4NE4 of Section 33, Commencing at the SE¼NE¼ of said Section 33, thence North along the East section line of said Section 33, a distance of 208.71 feet; thence West parallel with the North line of said Sec. 33 a distance of 208. 71 feet; thence South parallel with the East line of said Sec. 33 a distance of 208.71 feet to a point on the East-West mid-section line; thence East along said mid-section line a distance of 208. 71 feet to the point of beginning. This tract to be surveyed and filed in the records of Madison County, Montana by Landowner.

##### **Section 34 - S½**

##### **Section 35**

A tract of land located in the SW¼SE¼ and in the SW¼, described by metes and bounds as follows:

Beginning at a point 163.1 feet East of South ¼ corner of said Sec. 35;

Thence N 1° 15' W a distance of 1193.4 feet;

Thence N 54°40 'W a distance of 621.4 feet;

Thence N 35° 35' W a distance of 455. 7 feet;

Thence N 58° 43' W a distance of 320.8 feet;

Thence N 74° 11' W a distance of 81 7. 6 feet;

Thence N 74° 43' W a distance of 355.9;

Thence N 34° 48' W a distance of 293.9 feet;

Thence S 89° 55' W a distance of 235.6 feet to the point of intersection with the West line of said Section 35, which said point of intersection is S 00° 18' W a distance of 2650.8 feet from the NW corner of said Section 35, which said NW corner is a stone in place properly marked; Thence South over and along the said West line of Sec. 35 a distance of 2600 feet to the Southwest corner of said Sec. 35; Thence running East over and along the South line of said Sec. 35 a distance of 2803.1 feet, to the place of beginning.

ALSO, a tract situated in the NW¼ of said Sec. 35, more particularly described as follows: Beginning at a point which bears North and 23.0 feet distant from the West quarter corner of said Sec. 35; Thence North 164 7 .0 feet; Thence East 170.0 feet; Thence S 2° 18' E a distance of 1634.6 feet; Thence West 235.6 feet to the point of beginning, all as previously described in Book 240, page 257, records of Madison County, Montana.

**EXHIBIT B**  
**Township 7 South, Range 1 East**

