



2019-0001319

Recorded
Official Records
County of
Colusa
Rose Gallo-Vasquez
Clerk-Recorder

REC FEE 89.00
\$75 Bldg Homes 75.00

SMB
Page 1 of 28

11:54AM 10-May-2019

Recording Requested by:
Rocky Mountain Elk Foundation
Attn: Lands Program
5705 Grant Creek Road
Missoula, MT 59808

After Recording, Return to:
Rocky Mountain Elk Foundation
Attn: Lands Program
5705 Grant Creek Road
Missoula, MT 59808

The undersigned Owner declares
that the documentary transfer
tax is \$-0- (California Revenue &
Tax Code §11911 not applicable
– No lands or realty sold)

Note to County Recorder: This
is a conservation easement with
the meaning given in California
Government Code §27255 and is
to be included in the index
developed and maintained
pursuant to such section.

APN's 016-180-009, 016-180-013, 018-040-004, 018-040-018, 018-040-019, 018-130-004, 018-130-006,
018-130-008, 018-130-021, 018-130-024, 018-220-006, 018-220-016

Deed of Conservation Easement Whiskey Hill, California

THIS DEED OF CONSERVATION EASEMENT ("Easement"), dated this 10th day of
May, 2019, is made by **Matthew James Keegan III** ("Owner") and the **Rocky
Mountain Elk Foundation, Inc.**, a Montana nonprofit corporation ("RMEF"). The Owner and
RMEF may be jointly referred to as the "Parties".

Background

A. Owner. The Owner is an individual. Owner is the sole owner in fee simple of real property in Colusa County, California, consisting of approximately 2,607 acres, described in the attached Exhibit A ("Property") and approximately located as on the map attached as Exhibit B. The Owner owns the rights to identify, conserve, and protect in perpetuity the Conservation Values of the Property, as described below.

B. Grantee. RMEF is a Montana nonprofit corporation which is organized and operated for charitable, scientific, ecological and educational purposes, including the conservation and protection of land in its natural, scenic or open space condition. RMEF is a public charity as defined in § 501(c)(3) and § 509(a)(2) of the Internal Revenue Code, and is a qualified organization that is authorized to hold perpetual conservation easements under Cal. Civ. Code § 815 et. seq. ("California Conservation Statutes") and § 170(h)(3) of the Internal Revenue Code.

C. Conservation Values. The Conservation Values of the Property provide a significant benefit to the people of Colusa County, California, and the United States of America, and are worthy of perpetual conservation. The protection of the Property's Conservation Values is authorized by and recognized by the California Conservation Statutes. In particular, the primary Conservation Values include, but are not limited to, the following:

1. Relatively Natural Habitat.

The Property constitutes a valuable element of the relatively natural habitat of the Bear Creek watershed and associated ecosystem. The Property provides important habitat for Tule elk, blacktail deer, pigs, and other California wildlife, and the maintenance of such habitat will help support wildlife populations. The Property is between two existing conservation easements and the protection of the Property contributes to the ecological viability of these lands by maintaining habitat, connectivity, and open space.

2. Scenic Enjoyment.

The Property qualifies as open space because it will be conserved for the scenic enjoyment of the general public and will yield a significant public benefit. The Property contributes to the scenic character of the local rural landscape in which it lies by the degree of contrast and vegetation variety provided, openness and terrain relief, and the variety of shapes and textures. The Property is adjacent to Highway 20, from where it can be viewed by the general public.

3. Conservation Policy.

The Property constitutes open space worthy of conservation pursuant to the following clearly delineated federal, state or local governmental conservation policies:

State Conservation Policy

Section 1362 of the California Fish and Game Code, in which the California Legislature has declared an intention to (1) support and encourage voluntary, long-term private stewardship and conservation of California's oak woodlands, and (2) provide incentives to protect and encourage farming and ranching operations that are operated in a manner that protects and promotes healthy oak woodlands and for the protection of oak trees providing superior wildlife values on private lands.

D. Baseline Documentation. The Conservation Values, the current improvements and uses on the Property as of the date of this Easement are further documented in a Baseline Documentation Report, as defined in Section 9, dated October 17, 2018. The Baseline Documentation Report has been acknowledged as accurate by both the Owner and RMEF.

E. Landowner's Intent. The Owner intends to protect and conserve the Conservation Values of the Property in perpetuity by continuing only those uses of the Property that do not adversely impact the Conservation Values, including the expressly permitted uses below.

F. General Purpose. The Owner and RMEF have the common purpose of protecting in perpetuity the Conservation Values of the Property by restricting the uses of the Property. The Owner and RMEF intend that this Easement constitutes a “qualified real property interest” as described in § 170(h)(2)(C) of the Internal Revenue Code and intend that the grant of such restrictions and rights qualify as a “qualified conservation contribution” under § 170(h)(1) of the Internal Revenue Code. It is not the intent of the Parties to create a charitable trust or any other form of trust through the conveyance of this Easement.

G. Mutual Consideration. The Owner irrevocably and unconditionally conveys to RMEF a real property interest in the Property. In exchange, RMEF undertakes the perpetual obligation to monitor and protect the Conservation Values and to enforce the terms of this Easement.

H. Definitions. Any capitalized terms not defined in the text are defined in Section 13.

The Granting of Perpetual Easement: NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the California Conservation Statutes, and other applicable provisions of California statutory and common law, the Owner hereby grants, conveys and warrants to RMEF this perpetual Easement over the Property. The scope of this Easement is set forth in this Deed of Conservation Easement.

Section 1. Purpose and General Effect

1.1 Conservation Purposes. The Conservation Purposes of this Easement are: (1) to protect in perpetuity the Conservation Values and other significant conservation interests; and (2) to restrict the use of the Property to those uses that are consistent with and do not adversely impact the Conservation Values and other significant conservation interests.

1.2 Perpetual Duration. This Easement shall run with the land and encumber the title to the Property in perpetuity. This Easement shall bind the Owner and all future owners, tenants, lessees, licensees, occupants and users of the Property.

1.3 Permitted Uses in General. This Easement shall confine the use of the Property to the permitted uses, discussed in Section 3, which shall be conducted in a manner consistent with the Conservation Purposes of this Easement.

1.4 Dedication of Property. Pursuant to the terms of the California Conservation Statutes, the Property conserved by this Easement is declared to be relatively natural habitat and open space and may not be converted or directed to any uses other than those provided in this Easement.

Section 2. Rights Conveyed

In order to protect the Conservation Values of the Property and uphold the Conservation Purposes of this Easement, the Owner conveys to RMEF in perpetuity, the following rights:

2.1 Identification and Protection. RMEF has the right to identify, conserve and protect in perpetuity the Conservation Values, and to advance the Conservation Purposes, subject to the Owner's reserved rights in this Easement.

2.2 Entry and Access. RMEF has the right to enter the Property upon reasonable notice and at reasonable times to inspect, monitor, and enforce compliance with this Easement. While the Owner may grant public access to the Property for any permitted use under this Easement, nothing in this Easement shall be construed to grant general public access to the Property. The State of California, acting through the Wildlife Conservation Board or its successor ("WCB"), also has the right to participate in the monitoring of the Property, no less than once in any period of three (3) calendar years. RMEF, WCB, and the California Department of Fish and Wildlife ("CDFW") also have the right to enter upon the Property with advance notice to and permission from the Owner, which permission will not be unreasonably withheld, to undertake observations or ecological studies of natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Property by the Owner.

2.3 Immediate Entry. RMEF has the right to immediately enter the Property after making a reasonable attempt to provide notice to Owner, if, in RMEF's sole discretion, such entry is necessary to prevent or mitigate any adverse impact on the Conservation Values.

2.4 Conservation, Enforcement, Injunction, and Restoration. RMEF has the right to prevent any use of the Property, which violates, potentially violates, or is inconsistent with the Conservation Purposes of this Easement. RMEF has the right to enforce the restoration of the Property to the condition that existed prior to any violation.

2.5 Signs. RMEF has the right to place signs on the Property, which identify the Property as being protected by this Easement, recognize RMEF's participation in this Easement, and WCB's participation in the funding of this Easement. The number, size, and location of the signs are subject to the Owner's approval, which approval may not be unreasonably withheld. RMEF will be responsible for erecting and maintaining such signs.

Section 3. Reserved Rights

The following uses, subject to the terms of this Easement, are consistent with the Conservation Purposes and are reserved by the Owner. Some of these uses and practices below are subject to the approval of RMEF pursuant to Section 5, and may not be conducted without RMEF's approval. The remainder of these uses may not be prevented or limited by this Easement, as long as they are conducted in a manner that is consistent with the Conservation Purposes and do not adversely impact the Conservation Values.

3.1 Improvements. The Owner may maintain, repair, replace, and make additions to structures and improvements on the Property pursuant to the following terms:

3.1.1 Residential Structures. The Owner may construct, maintain, repair, replace, and make additions to no more than two (2) Residential Structures on the Property. Residential Structures must be contained entirely within an approximately 2.5-acre Building Envelope, which is to be later located around a point approximately as shown in Exhibit B. At least thirty (30) calendar days prior to constructing any Residential or Non-Residential Structures, Owner will provide RMEF with the location of the 2.5-acre Building Envelope by way of a survey or providing GPS points and a polygon sufficient for RMEF to determine the exact size and location of such Building Envelope.

3.1.2 Non-Residential Structures. The Owner may construct a reasonable number of Non-Residential Structures within the Building Envelope. The Owner may also maintain, repair, replace, and make additions to existing and future Non-Residential Structures within the Building Envelope. Non-Residential Structures may not include a dwelling space or be used for human habitation.

3.1.3 Temporary Structures. The Owner may construct or place Temporary Structures on the Property from time-to-time and on a temporary basis. Except for tents and travel trailers, all Temporary Structures that include a dwelling space or that may be used for human habitation require the prior approval of RMEF.

3.1.4 Minor Agricultural Structures. The Owner may construct, maintain, repair, replace, or make additions to Minor Agricultural Structures on the Property. Minor Agricultural Structures may not include a dwelling space or be used for human habitation.

Major Agricultural Structures. The Owner may construct, maintain, repair, replace, or make additions to Major Agricultural Structures within the Building Envelope. Major Agricultural Structures may not include a dwelling space or be used for human habitation.

With prior approval of RMEF, the Owner may construct, maintain, repair, replace, and make additions to no more than two (2) Major Agricultural Structures on the Property outside of the Building Envelope. Major Agricultural Structures may not include a dwelling space or be used for human habitation.

3.1.5 Fences. The Owner may construct, maintain, repair, or replace fences on the Property subject to the following provisions: (1) any new or replacement fence must be constructed in accordance with California wildlife friendly fencing guidelines or the wildlife friendly fencing guidelines described in Exhibit C or as otherwise agreed between the Owner and RMEF; (2) Big Game Exclusion Fences may be placed within the Building Envelope, and on a temporary basis, may be placed immediately around hay stacks/storage feed and to allow establishment of native vegetation or wildlife forage crops; (3) with the prior approval of RMEF, the Owner may construct Big Game Exclusion Fences elsewhere on the property; and (4) the Owner may maintain existing corrals, and

with the prior approval of RMEF, the Owner may construct corrals for livestock elsewhere on the property. The Owner and RMEF recognize that there is fencing along Highway 20 that may not conform to wildlife friendly fencing guidelines, and that this fencing is required for highway safety.

3.1.6 Roads. The Owner may improve, maintain, repair, or replace existing roads on the Property that are identified in Exhibit B. The Owner may continue to use two-track dirt roads on the Property, but may not improve any two-track dirt roads without the prior approval of RMEF. The Owner may construct a single road to provide access to the Building Envelope located on the Property. The Owner may construct, maintain, repair, or replace new roads within the Building Envelope. With the prior approval of RMEF, the Owner may construct other additional temporary and permanent roads that are necessary for the permitted uses of the Property under the terms of this Easement. Any new roads must be located, constructed, and maintained to minimize any adverse impact on the Conservation Values. Temporary roads must be stabilized and protected from erosion within 6 months or prior to winter after discontinued use.

3.1.7 Trails. With the prior approval of RMEF, the Owner may construct new Trails on the Property. Trails must be located, constructed, and maintained to minimize any adverse impact on the Conservation Values.

3.1.8 Utility and Energy Structures. The Owner may repair or replace existing Utility Structures. The Owner may construct new Utility Structures within the Building Envelope and outside the Building Envelope if the Utility Structures are necessary for the permitted activities and uses of the Property. With the prior approval of RMEF, the Owner may construct new Utility Structures for other uses on or off the Property. All new Utility Structures must be located, constructed, and installed in a manner that minimizes any adverse impact on the Conservation Values.

The Owner may construct structures that are necessary for generating energy for the permitted activities and uses of the Property. Any incidental sale of energy shall not be deemed a violation of this Easement, provided that the energy system is primarily designed and scaled to provide energy for the Property and its permitted uses.

3.1.9 Easements and Rights-of-Way. With the prior approval of RMEF, the Owner may grant road or rights-of-way across the Property so long as RMEF determines there is no adverse impact on the Conservation Values. The Owner may not grant a major utility corridor right-of-way across the Property.

3.2 Uses and Activities. The Owner may use the Property for agriculture, recreation, and limited commercial activities pursuant to the following provisions:

3.2.1 Agriculture. The Owner may produce, process, and sell agricultural products and livestock on the Property. Orchards, vineyards and row crops are prohibited. The

Owner may lease the Property or portions of the Property for grazing and agricultural production, subject to the terms of this Easement. Seasonally, the Owner may confine livestock into a fenced area, corral, or other facility for feeding, lambing, calving, or similar activities.

3.2.2 Plowing and Sod Busting. The Owner may plow or cultivate within the Building Envelope. With the prior approval of RMEF, the Owner may plow or cultivate additional land on the Property for the permitted agricultural uses or for wildlife forage.

3.2.3 Grazing and Range Management. The Owner may graze livestock on the Property, provided that the grazing is consistent with the Conservation Purposes. Livestock grazing and rangeland management shall not deteriorate the range, wildlife and riparian habitats. Unless otherwise agreed to in writing, up to full grazing use is acceptable, meaning all fully accessible areas are grazed, and key forage species are utilized leaving no less than approximately half of above-ground forage standing. The Owner and RMEF acknowledge that, due to the nature of feeding and watering livestock there may be localized areas of high impact on the Property. These high impact areas should comprise less than 10 percent of pasture area.

If RMEF determines that rangeland health is deteriorating beyond the localized areas of high impact described above, the Owner will prepare, or have prepared, a Rangeland Management Plan (RMP). The RMP will describe appropriate use levels, seasons of use, type of livestock, noxious species management, and other necessary practices. RMEF and CDFW will review and approve the RMP prior to its implementation. With the prior approval of RMEF, the Owner may make modifications to the RMP. Grazing and rangeland management activities on the Property will follow the RMP.

3.2.4 Oak Woodlands. Maintenance of healthy oak woodlands is integral to wildlife, wildlife habitat, water quality, and the scenic provisions of this Easement. As such, all activities affecting the oak woodlands and tree cover will be conducted in a manner that promotes healthy woodlands and riparian conditions over time using accepted silvicultural and best management practices.

The Owner may: (1) cut dead, dying, and down trees; (2) cut trees which constitute a hazard to persons or property; (3) cut trees to abate disease and infestation; and (4) cut trees within the Building Envelope. Live oaks may only be cut with prior RMEF approval, except as identified above.

3.2.5 Agrichemicals and Biological Controls. The Owner may use agricultural chemicals for the permitted agricultural uses to abate disease and to control noxious weeds. The Owner shall follow the manufacturer's label instructions in the application of agricultural chemicals. The Owner may use biological controls in accordance with local or state guidelines.

3.2.6 Recreation. The Owner may use the Property for non-commercial recreational use, so long as that use does not adversely impact the Conservation Values. Commercial and recreational hunting, fishing, trapping and predator control, in a manner consistent with state and federal laws and regulations, are expressly permitted. The Owner and the CDFW have collaborated on a CDFW SHARE Program elk hunt since 2016. The parties acknowledge that CDFW may continue the hunt in its current state or an alternate strategy in perpetuity as long as it is ecologically feasible and mutually agreed upon by the Owner.

3.2.7 Off-Road Vehicles. The Owner may use off-road vehicles for the following purposes: (1) for normal maintenance on the Property and expressly reserved improvements; (2) for emergency or severe weather access; (3) for fire suppression; (4) for the permitted residential, agricultural, woodland, and recreational uses; and (5) game retrieval, provided that all reasonable efforts are made to minimize any adverse impact on the Conservation Values.

3.2.8 Home-based Business. The Owner may operate a home-based commercial or professional business, so long as the business is contained entirely within the Building Envelope.

3.3 Resources. The Owner may use the Property for agriculture, recreation, woodlands, and limited commercial activities pursuant to the following terms:

3.3.1 Water Rights. The Property subject to this Easement includes any and all decreed and undeclared water rights that are appurtenant to the Property. The Owner may maintain and enhance the Water Rights and may develop new water rights for the permitted residential, agricultural, woodlands, and recreational uses of the Property. The Owner may not transfer, encumber, sell, lease, or otherwise sever water rights from the Property except to legally designate those water use rights for in-stream flows.

3.3.2 Water Resources. The Owner may repair, maintain, replace, and expand new or existing water resources on the Property for permitted agricultural and ranching activities, residential needs, and fish and wildlife uses. The Owner may maintain, repair, and replace existing stream crossings and bridges, and with the prior approval of RMEF, may construct new stream crossings and bridges. The Owner may repair, maintain, replace or remove existing pond impoundments on the property.

3.3.3 Oil and Gas. With the prior approval of RMEF, the Owner may extract oil and gas from the Property. Any surface disturbance resulting from permitted extraction activities must be limited, localized, and not irretrievably destructive of any Conservation Values, within the meaning of Treasury Regulation § 1.170A-14(g)(4)(i) or its successor provisions. The surface alteration must be restored upon completion of such activities to a condition similar to its state prior to the disturbance by reclaiming land, restoring soils, replanting vegetation, and husbanding replanted vegetation until

the vegetation is established and self-perpetuating. The Owner may not enter into oil and gas leases unless the lease is subordinated to this Easement.

3.3.4 Gravel, Rock, and Sand. With the prior approval of RMEF, the Owner may extract gravel, aggregate, or sand for use in conjunction with and in support of uses permitted by this Easement from one "Limited Mineral Extraction Area" which will be located at a future time. At least thirty (30) calendar days prior to removing any material from the Limited Mineral Extraction Area, Owner will provide RMEF with the location by way of a survey or providing GPS points and a polygon sufficient for RMEF to determine the exact size and location of the Limited Mineral Extraction Area. The area of disturbance in the Limited Mineral Extraction Areas may not exceed one-half (1/2) acre in size per site. Any surface disturbance resulting from permitted extraction activities must be limited, localized, and not irretrievably destructive of any Conservation Values, within the meaning of Treasury Regulation § 1.170A-14(g)(4)(i) or its successor provisions. Any surface alteration must be restored upon completion of such activities to a condition similar or equivalent to its state prior to the disturbance by reclaiming land, restoring soils, replanting vegetation, and husbanding replanted vegetation until it is established and self-perpetuating. Gravel, aggregate, or sand extracted from the Limited Mineral Extraction Area may be used solely on the Property for non-commercial purposes permitted by this Easement.

3.3.5 Surface Owner. By granting this Easement, the Owner has granted to RMEF an interest in Owner's rights as the surface owner of the Property from which the Minerals may be severed and owned by a third party. RMEF shall have the rights of a surface owner to receive notices of proposed Mineral activities and to take appropriate action to protect the Conservation Purposes and Conservation Values. Accordingly, the Owner agrees (1) to provide RMEF with any notices the Owner receives related to the exploration, development, operations and reclamation of any Minerals; and (2) that RMEF must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations, and reclamation of any Minerals, including any agreement required of a surface owner under California statutes and regulations. RMEF may, in its sole discretion, withhold approval of any lease if RMEF determines that the proposed surface use is inconsistent with the Conservation Purposes and would adversely impact the Conservation Values.

3.3.6 Carbon. The Owner retains all carbon rights appurtenant to the Property, as may exist on the date this Easement was executed, or as may be granted, discovered, created, declared, or developed in the future, including but not limited to the right to trade, sell, transfer, credit, or lease these rights, and the right to use, store, sequester, accumulate, and/or depreciate carbon within the Property by flora that exists, or may exist, on the Property. This Easement shall be interpreted to enhance the security and economic viability of any carbon rights appurtenant to the Property. The Owner shall ensure that the terms and conditions of the Easement are taken into account when calculating the baseline/business as usual of the Property for purposes of establishing

carbon credits or other emissions offsets that the Owner proposes to authorize, create, sell, exchange or transfer. Owner agrees to notify RMEF and WCB at least sixty (60) calendar days prior to any such proposed establishment. At least annually, Owner agrees to provide RMEF with a summary of any activity by the Owner to establish carbon credits or other emissions offsets with respect to the Property.

3.3.7 Habitat Improvement. The Owner may improve wildlife habitat in a manner that is consistent with the Conservation Purposes. The Owner may reseed disturbed areas with seed that is acceptable to CDFW.

3.3.8 Wildlife Crossing. CDFW research has identified Highway 20 as a movement barrier to wildlife. The Owner may allow CDFW and other partners to construct, maintain, repair, or replace, up to two wildlife crossing structures over Highway 20. In association with the wildlife crossing structures, the Owner may allow may allow CDFW and other partners to construct, maintain, repair, or replace fencing Big Game Exclusion Fences to direct wildlife to the wildlife crossing structures.

3.4 Division of the Property. The Owner may only convey the Property as a single tract.

3.5 Residual Rights. Except as limited by this Easement, the Owner may enjoy all rights as owner of the Property, including the right to use the Property for any purpose consistent with this Easement and that does not adversely impact the Conservation Values. The rights reserved pursuant to this Section shall not be deemed "expressly reserved" for any other purpose of this Easement.

Section 4. Prohibited Uses

The Owner relinquishes, in perpetuity the right to use the Property in any way that is inconsistent with the Conservation Purposes. Any use of the Property that causes any adverse impact on the Conservation Values is prohibited. The following uses, though not an exhaustive list, are inconsistent with the Conservation Purposes, and are prohibited, except for uses expressly reserved in Section 3.

4.1 Improvements.

4.1.1 Construction. Except as expressly permitted in Section 3, the Owner shall not construct any structures or improvements of any kind on the Property.

4.1.2 Game Proof Fences. Except as expressly permitted in Section 3, the Owner shall not construct any Big Game Exclusion Fences on the Property.

4.1.3 Roads and Trails. Except as expressly permitted in Section 3, the Owner shall not construct any roads or Trails on the Property.

4.1.4 Utilities. Except as expressly permitted in Section 3, the Owner shall not construct or install any Utility Structures or systems on the Property.

4.1.5 Billboards. The Owner shall not construct, maintain, or erect any billboards on the Property.

4.2 Uses and Activities.

4.2.1 Industrial Activities. The Owner shall not allow industrial facilities or activities on the Property.

4.2.2 Commercial Activities. Except as expressly permitted in Section 3, the Owner shall not allow commercial facilities or activities on the Property.

4.2.3 Commercial Recreational Activities. The Owner shall not allow any commercial recreational activities that exceed the *de minimis* standard set forth in § 2031(c) of the Internal Revenue Code.

4.2.4 Game Farming. The Owner shall not keep or raise any Game Farm animals.

4.2.5 Commercial Feed Lot. The Owner shall not establish or maintain any Commercial Feed Lot on the Property.

4.2.6 Woodlands. Except as expressly permitted in Section 3, the Owner shall not cut living oak trees on the Property.

4.2.7 Conversion of Native Vegetation. Except as expressly permitted in Section 3, the Owner shall not convert native vegetation to non-native species.

4.2.8 Dumping and Deposit of Waste. No hazardous, dangerous or toxic waste may be dumped or disposed of on the Property. Other waste generated on the Property by the uses permitted in this Easement, and permitted by applicable laws, may be disposed of on the Property. If the Owner becomes aware of any accidental, illegal, or other placement or spilling of any hazardous waste or toxic materials on the Property, the Owner shall promptly notify RMEF.

4.3 Resources.

4.3.1 Alteration of Land. Except as necessary to the expressly reserved uses in Section 3, the Owner shall not cut, fill, grade, or otherwise alter the surface of the Property.

4.3.2 Alteration of Water Resources. Except as necessary to the expressly reserved uses in Section 3, the Owner shall not alter or impair any watercourse or wetland on the Property.

4.3.3 Noxious and Invasive Species. The Owner shall not knowingly introduce on the Property any species designated as noxious or invasive by any local, state, or federal agency.

4.3.4 Mining. Except for the limited, localized Mineral and/or Oil and Gas extraction that is expressly allowed in Section 3, the Owner shall not allow the extraction or removal of Minerals by any method. If the Mineral rights are currently severed from the surface estate, and the severed Mineral rights and the fee title are merged in the future, the Owner shall not allow the extraction or removal of Minerals by any method.

4.3.5 Mineral Remoteness. The Mineral rights in the Property have been severed in whole or in part from the fee title and not under the current control or ownership of the Owner. The Owner believes that, as of the time of conveyance of this Easement, the probability of surface mining on the Property is so remote as to be negligible. If the Mineral rights are currently severed from the surface estate, and the severed Mineral rights and the fee title are merged in the future, the Owner shall not allow the extraction or removal of Minerals by any method.

4.4 Subdivision. Notwithstanding that the Property may have been subdivided prior to the grant of this Easement, the Owner shall not divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property.

4.5 Development Rights. Except as expressly permitted in Section 3, the Owner and RMEF acknowledge the extinguishment of all Development Rights on the Property. The Owner unconditionally and irrevocably relinquishes the right to transfer any such Development Rights.

4.6 Mitigation. The Easement may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use ("Mitigation"), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity without the written approval of the State of California, acting through the Executive Director of WCB or its successor.

Section 5. Notice and Approval

Several provisions of this Easement require the Owner to provide notice or to provide notice and obtain the prior approval of RMEF before undertaking certain activities on the Property. Additionally, if the Owner proposes to undertake any use on the Property that is not expressly addressed in this Easement, then the Owner shall not undertake that proposed use until the Owner has provided notice and obtained the prior approval of RMEF. The purpose of requiring notice and prior approval is to afford RMEF the opportunity to ensure that the proposed use is carried out in a manner that is consistent with the Conservation Purposes.

5.1 Form of Owner's Notice. Prior to undertaking any use which requires RMEF's prior approval, the Owner will notify RMEF of the proposed use. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use in sufficient detail to permit RMEF to make an informed decision as to whether the proposed use is consistent with the Conservation Purposes and the provisions of this Easement. The notice must be in writing.

5.2 RMEF's Response. RMEF may withhold approval of the proposed use if RMEF determines, in its sole discretion, that the proposed use is inconsistent with the Conservation Purposes and the provisions of this Easement. RMEF may also withhold approval if RMEF determines, in its sole discretion, that the notice lacks sufficient information to allow RMEF to make an informed decision. RMEF may condition approval of the proposed use on the Owner's acceptance of modifications which, in RMEF's sole discretion, make the proposed use consistent with the Conservation Purposes, cause no adverse impact on the Conservation Values or otherwise address any concerns that RMEF may have.

5.3 Timing and Manner of RMEF's Response. RMEF shall make its best efforts to, within 45 calendar days from the date it receives the notice, review the proposed use and to approve the proposed use or to notify the Owner of any objections that RMEF may have. RMEF may approve or conditionally approve a proposed use by email, with electronic delivery confirmation.

5.4 Notice Form. Unless otherwise noted, any notice or response required by this Section shall be in writing and shall be delivered: (1) by registered or certified mail, with delivery confirmation; or (2) by commercial courier, with delivery confirmation. The notice or response shall be considered delivered on the date shown on the delivery confirmation.

5.5 Notice to WCB. If Owner is required to provide written notice to the WCB under the terms of this Easement, the Owner shall send such notices, by registered or certified mail, return receipt requested, or by recognized commercial delivery service.

5.6 Addresses. The parties will send any notice or response to the following addresses or other address as the parties may designate in writing:

If to RMEF:

Rocky Mountain Elk Foundation, Inc.
Attn: Lands Program
5705 Grant Creek Road
Missoula, MT 59808

If to Owner:

James Keegan
2626 Bear Valley Road
Williams, CA 95987

If to WCB:

Wildlife Conservation Board
PP.O. Box 944209
Sacramento, CA 94244-2090

5.7 Force Majeure. The Owner will not be obligated to send any prior notice to RMEF with respect to any prudent, good faith use undertaken by the Owner to prevent, abate, or mitigate injury to the Property immediately before, during, or immediately following fire, flood, storm, earth movement, acts of war, and similar causes beyond the control of the Owner. The Owner will promptly inform RMEF of injury to the Property caused by such events or actions.

Section 6. Breach, Restoration, and Remedies

6.1 Right to Injunction. The Owner and RMEF recognize that money damages, or other non-injunctive relief, may not adequately remedy a violation of this Easement. Therefore, the Owner and RMEF agree that any violation of this Easement is deemed to result in irreparable harm and may be subject to injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal or equitable remedy. The Owner and RMEF also agree that no proof of damages, or the inadequacy of other remedies, shall be required of either Party, in seeking any such injunctive relief.

6.2 Right to Restoration. RMEF shall have the right to enforce the restoration of the Conservation Values that are adversely impacted by activities that are inconsistent with the Conservation Purposes. Such restoration shall be as near as possible to the condition of the Property that existed prior to such injury.

6.3 Right to Recover Damages. In the event of a violation of this Easement, in addition to the other remedies provided for in this Section and any other remedies available in law or equity, RMEF shall also be entitled to recover all damages necessary to place RMEF in the same position that it would have been before the violation, including, but not limited to, the costs of restoration of the Property.

6.4 Costs and Attorney's Fees. In addition to any other damages, RMEF shall be entitled to recover the costs of enforcement or interpretation of any of the terms of this Easement, including, but not limited to, actual attorney's fees, expenses and court costs, provided that RMEF is, at least in substantial part, the prevailing Party in any such action.

6.5 Cumulative Remedies. The remedies of RMEF set forth in this Easement are cumulative. RMEF may invoke any or all of the remedies if there is an actual or threatened violation of this Easement.

6.6 Third Parties. RMEF shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under this Section against any third party responsible for any violation of this Easement. The Owner shall, at RMEF's option, assign the Owner's right of action against a third party to RMEF, join RMEF in any action against a third party, or appoint RMEF as attorney-in-fact for the purpose of pursuing an enforcement action against a third party.

6.7 Remedies. These remedies may be sought by any other party authorized by state law to enforce the terms of conservation easements.

Section 7. Upkeep, Maintenance, Costs, and Taxes

7.1 Upkeep. The Owner retains all responsibilities and shall bear all costs and liabilities related to the ownership, operation, upkeep, and maintenance of the Property. RMEF shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions, or the protection of the Owner, the public, or any third parties from risks relating to conditions on the Property. The Owner shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property.

7.2 Taxes. The Owner shall pay all lawful taxes and assessments levied on the Property. RMEF is authorized, but not obligated, to pay taxes, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. The Owner shall be obligated to repay RMEF for all costs it incurs in making such payment, together with interest at the maximum rate allowed by law, until all sums are paid by the Owner.

7.3 Liens and Encumbrances. The Owner shall keep RMEF's interest in the Property free of any liens or encumbrances.

7.4 Environmental Liability. Nothing in this Easement shall be construed as giving rise to any right or ability in RMEF to exercise physical or managerial control over activities on the Property so as to become an "owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq. or the Hazardous Waste Control Law, Cal. Health & Safety Code § 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code § 25300, et seq., or similar state and federal statutes.

Section 8. Indemnification

The Owner shall hold harmless, indemnify, and defend the Indemnified Parties from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including reasonable attorneys' fees, arising from and in any way connected with the injury or 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 which arises from or is related to the negligence or misconduct of the Owner, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties.

The Owner shall hold harmless, indemnify, and defend the Indemnified Parties from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, actual attorneys' fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any

kind on the Owner's Property which arises from or is related to the negligence or misconduct of the Owner, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties.

Section 9. Baseline Documentation

The Parties agree that the Conservation Values and other natural resources and development on the Property are documented in a report furnished by the Owner to RMEF to be kept on file at the offices of RMEF ("Baseline Documentation Report"). The Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). The Baseline Documentation Report is intended to serve as an objective baseline for monitoring compliance with the terms of this Easement. Notwithstanding the foregoing, if a controversy arises with respect to the condition of the Property, the Parties shall not be foreclosed from using any and all other relevant information to assist in the resolution of that controversy.

The Parties may agree, from time to time, to prepare an updated Baseline Documentation Report. The updated inventory of baseline data must be approved in writing by the Parties. Upon approval by the Parties, the updated Baseline Documentation Report will be used as the baseline for future monitoring and compliance with the terms of this Easement.

Section 10. Extinguishment or Termination

10.1 Intent. It is the intent of the Owner and RMEF that the Conservation Purposes of this Easement are carried out in perpetuity. If this Easement is extinguished as to all or a portion of the Property, RMEF shall be entitled to a share of proceeds resulting from the extinguishment on the terms contained in this Section, as required by Treasury Regulation § 1.170A-14(g)(6)(ii).

10.2 RMEF's Property Right and Valuation. The grant of this Easement gives rise to a property right, immediately vested in RMEF. RMEF's property right shall be based on the condition and improvements on the Property at the time that the Easement is established, which is documented in the Baseline Documentation Report. RMEF's property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the value of the Property as a whole as of the Effective Date of this Easement (the "Easement Value Ratio"). If the Owner obtains an appraisal in association with the grant of this Easement, the values established in that appraisal shall be used to determine the Easement Value Ratio. The Owner shall provide RMEF with a copy of the appraisal. The Parties agree to an Easement Value Ratio of 29%, which is a reasonable estimation of the value the Easement bears to the value of the Property at the time of its creation, based on the appraised fair market value. The Easement Value Ratio shall remain constant. WCB shall be entitled to its proportionate share of any proceeds awarded to RMEF for its right(s) in this Easement. WCB's share shall equal the ratio of WCB grant funds to the purchase price RMEF paid to acquire the Easement.

10.3 Extinguishment. As provided in Treasury Regulation § 1.170A-14(g)(6)(i), if a subsequent unexpected change in conditions surrounding the Property arise which make the Conservation Purposes impossible or impractical, this Easement may only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. If this Easement is terminated or extinguished, RMEF shall be entitled to a portion of the proceeds at least equal to the Easement Value Ratio multiplied by the fair market value of the Property unrestricted by this Easement. The Owner shall not voluntarily accept less than the full value of the affected Property unrestricted by this Easement without RMEF's approval.

10.4 Eminent Domain. If all or part of the Property is taken for a public purpose by eminent domain, the Owner shall, and RMEF and WCB may, join in appropriate actions to recover the full value of each party's proportional interest in the Property taken and all incidental or direct damages resulting from such taking. RMEF shall be entitled to a portion of the proceeds at least equal to the Easement Value Ratio multiplied by the fair market value of the Property unrestricted by this Easement. The Owner shall not voluntarily accept less than the full value of the affected Property unrestricted by this Easement without RMEF's approval.

10.5 Use of Proceeds. All of RMEF's proceeds, less WCB's share, from a sale, exchange, or involuntary conversion of all or any portion of the Property, shall be used by RMEF in a manner consistent with the Conservation Purposes of this Easement.

10.6 Economic Value. The fact that any use of the Property that is prohibited by this Easement or is inconsistent with the Conservation Purposes of this Easement, or may become more economically valuable than the permitted uses, has been considered by the Owner in granting this Easement. Such circumstances shall not justify the termination or extinguishment of this Easement pursuant to this Section. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to this Section.

Section 11. Subsequent Sale

The Owner shall reference this Easement in any subsequent deed, or other legal instrument that conveys any interest in the Property (including any leasehold interest), and shall state that any use of this Property shall be subject to the terms of this Easement. The Owner shall notify RMEF of any conveyance by sending written notice to RMEF within 30 calendar days of the execution of such conveyance. Any failure to comply with the terms of this Section shall not render this Easement or any terms of this Easement unenforceable. Failure to comply with the requirements of this Section shall not impact the perpetual nature or enforceability of this Easement.

Section 12. Miscellaneous

12.1 Assignment of Easement. RMEF may transfer or assign its interest in the Property created by this Easement, with the prior approval of WCB to a "qualified organization" (within

the meaning of §170(h) (3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in §170(h)(4)(a) of said Code. Such approval shall not be unreasonably withheld by WCB, so long as the qualified successor organization shall continue to hold, administer, enforce and defend the terms of this Easement and the successor assumes and agrees in writing to be bound by the terms, covenants, and conditions of the WCB grant agreement. RMEF will provide Owner and WCB forty-five (45) calendar days' notice of any proposed assignment and any recommendations that the Owner provides within the forty-five (45) day period will be considered in the assignment process. WCB may, within the forty-five (45) day comment period reasonably object to the proposed assignment, in which case RMEF will cooperate with WCB to identify a potential assignee that would be agreeable to RMEF and WCB. Any such qualified organization shall agree to enforce the conservation purposes of this Easement.

In the event of the material and uncured default of RMEF under this Easement, the WCB grant agreement, or in the event that the existence of RMEF is terminated for any reason, RMEF may, and/or WCB may require RMEF to, assign RMEF's rights and interests in this Easement to WCB, or to another entity selected by WCB acceptable to RMEF, consistent with the assignment provisions set forth within this section, and which entity or organization must be authorized by California law to acquire and hold conservation easements and must be willing and financially able to assume all of the obligations and responsibilities of RMEF under this Easement and the WCB grant agreement. If the existence of RMEF is terminated for any reason, and RMEF has not previously assigned its rights and interests in this Easement as set forth above, then the interest in the Property created by this Easement shall immediately vest in the State of California.

12.2 Severability. If any term of this Easement is to any extent illegal, otherwise invalid, or incapable of being enforced, that term shall be excluded to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect. To the extent possible, the invalid or unenforceable term shall be replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

12.3 No Waiver. The enforcement of the terms of this Easement shall be at the discretion of RMEF, and RMEF's delay, forbearance, or failure to exercise its rights under this Easement shall not be deemed a waiver of RMEF's rights for any subsequent breach.

12.4 "Owner" and "RMEF." The term "Owner" and associated pronouns means the above named Owner, and his heirs, personal representatives, executors, successors, and assigns. If the Property has been transferred by the original Owner, then the term "Owner" means the successors or assigns of the original Owner. The term "RMEF" and associated pronouns means the Rocky Mountain Elk Foundation, Inc., and its successors and assigns.

12.4.1 Joint and Several Liability. If more than one person or entity constitutes the Owner, the obligations of each and all of them under this Easement shall be joint and several.

12.5 Titles. Section and Subsection titles and subtitles are for convenience only and shall not have legal effect.

12.6 Construction and Governing Law. This Easement shall be construed according to the laws of the State of California and the United States of America.

12.6.1 Conservation Purposes. This Easement shall be liberally construed in favor of the Conservation Purposes and in accordance with California Conservation Easement Statutes.

12.6.2 Federal Tax Purposes. The Parties intend that the conveyance of this Easement qualify under § 170(h) of the Internal Revenue Code as a "qualified conservation contribution" of a "perpetual conservation restriction." If any provision of this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes and with qualification under § 170(h) of the Internal Revenue Code shall be favored over any other interpretation.

12.6.3 No Warranty. RMEF does not warrant, guarantee, or otherwise offer any assurance as to the deductibility of the qualified conservation contribution, and the grant of this Easement is not conditioned upon such deductibility.

12.6.4 Drafter. Neither of the Parties shall be deemed the drafter of this Easement, each having had the benefit of counsel of their own choosing in negotiating its terms.

12.7 Perpetuity of Easement. This Easement shall run with and burden the title to the Property in perpetuity and is binding upon, and will inure to the benefit of, the Owner's and RMEF's successors and assigns. All subsequent owners of the Property are bound by all provisions of this Easement to the same extent as the Owner.

12.8 Merger and Integration of Entire Agreement. This Easement sets forth the entire agreement of the Parties, and is the merged and integrated result of the Parties' negotiations. This Easement supersedes all prior discussions or understandings pertaining to the Property.

12.9 Attachments. All Exhibits and attachments are incorporated by reference and made part of this Easement.

12.10 Compliance with Law. All uses permitted by this Easement, including the permitted uses, shall be in full compliance with all applicable local, state, and federal laws. The Owner remains solely responsible for obtaining any government permits and approval for any use permitted by this Easement, and any use shall be undertaken in accordance with all applicable federal, state, and local laws and regulations.

12.11 Amendment. The Parties may agree to amend this Easement. Any amendment is subject to the sole discretion of RMEF and subject to the following conditions:

- (1) This Easement may not be amended without the written approval of the WCB. Any amendment made without the approval of the WCB is void.
- (2) The amendment must strengthen the Conservation Purposes and the Conservation Values of this Easement;
- (3) The amendment must be consistent with the terms and the Conservation Purposes of this Easement;
- (4) The amendment may not affect the perpetual duration of this Easement;
- (5) The amendment must conform to the California Conservation Statutes; and
- (6) The amendment may not result in an impermissible private benefit or private inurement as prohibited by § 501(c)(3) of the Internal Revenue Code.

Any amendment must be in writing, signed by both Parties, and recorded in the same manner as this Easement.

12.12 Current Encumbrances. The Owner represents and warrants that any and all liens or encumbrances on the Property have been subordinated prior to the granting of this Easement.

12.13 Future Encumbrances. This Easement shall not be used as security for any debt of RMEF without the prior written approval of WCB. This limitation shall not preclude Owner from utilizing the Property as security, subject to this Easement. The Owner may use the Property as collateral to secure the repayment of debt, provided that any such encumbrance shall be subordinated to this Easement.

12.14 No Extinguishment through Merger. Should RMEF in the future own all or a portion of the fee interest in the Property: (1) RMEF as successor in title to the Owner, shall be bound by the obligations of the Owner and the restrictions imposed upon the Property by this Easement; (2) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (3) RMEF, as promptly as practicable, shall assign RMEF's interests in this Easement according to Section 12.1.

12.15 Recording. This Easement will be recorded in the official records for the county in which the Property is located. RMEF may re-record this Easement or any other documents necessary to protect RMEF's rights under this Easement or to assure the perpetual enforceability of this Easement.

12.16 Additional Documents. The Owner will, upon request, execute or provide any additional documents reasonably needed by RMEF to carry out the perpetual enforcement of this Easement, including but not limited to, any documents needed to correct any error or mutual mistake, legal description, or title issue, or to comply with any federal, state, or local law.

12.17 Counterparts. The Parties may execute this Easement in two or more counterparts, each of which constitutes an original.

12.18 Effective Date. This Easement shall be effective when signed by all Parties, and it is the intent of the Parties that this Easement shall be effective in the year 2019.

Section 13. Definitions

13.1 "Big Game Exclusion Fence" means any fence which cannot be crossed by elk, deer or other big game wildlife.

13.2 "Carbon" and "Carbon Rights" mean rights that currently exist or may come to exist in the future and are associated with the absorption by plants of carbon dioxide from the atmosphere and its conversion to hydrocarbons, which are, for example, stored in wood products, such as lumber, and trees and other vegetation and the associated roots, surface duff and organic elements in the soil on the Property.

13.3 "Commercial Feed Lot" means a confined and penned or fenced area or facility where livestock is fed and fattened for commercial slaughter, as opposed to the grazing of livestock on growing vegetation in open range, fields or pastures. Except for the foregoing, nothing in this definition shall prevent the seasonal confinement of livestock.

13.4 "Development Rights" means all rights that are now or in the future allocated to or inherent in the division of the Property or density for industrial, commercial or residential units on the Property including but not limited to, all subdivision and density rights as well as the right to use any of the acreage of the Property in any acreage calculation having the effect of creating or contributing to additional development on or off the Property.

13.5 "Game Farm" animals include, but are not limited to, penned, enclosed or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tailed deer, mule deer, black-tailed deer, coues deer, elk, moose, antelope, mountain sheep, mountain goat, red deer, and any other cloven-hoofed ungulate which is indigenous to California and any non-indigenous or exotic cloven-hoofed ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to California.

13.6 "Harvest Plan" means a document that describes a forest management activity, which is limited in area and time to accomplish a specific objective.

13.7 "Indemnified Parties" means RMEF and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them.

13.8 "Livestock" means livestock that are considered "traditional" at the time of the execution of this Easement and within the local area surrounding the Property, provided that traditional livestock shall not include any of the Game Farm animals.

13.9 "Major Agricultural Structures" means structures or other improvements that are necessary for the ranching, agricultural, and other permitted uses of the Property, such as barns, shops and other buildings that exceed a footprint of 600 square feet.

13.10 "Minerals" means all surface and subsurface minerals of any kind, including without limitation oil, gas and other hydrocarbons, geothermal and hydrothermal, hardrock, gravel, aggregate, and other minerals.

13.11 "Minor Agricultural Structures" means structures or other improvements that are necessary for the ranching, agricultural and other permitted uses of the Property, such as pump houses, barns, sheds, and irrigation structures, so long as the footprint of the structure does not exceed 600 square feet.

13.12 "Non-Residential Structures" means structures or other improvements that are located entirely within the Building Envelope, and that are not Residential Structures.

13.13 "Oil and Gas" means oil and natural gas and all other associated liquid and gaseous hydrocarbons.

13.14 "Rangeland Management Plan" means a document that describes appropriate use levels, seasons of use, type of livestock, noxious species management and other necessary practices to manage rangeland on the Property.

13.15 "Residential Structure" means a structure, or a portion of a structure, that provides habitation for one or more persons.

13.16 "Temporary Structures" means a structure that does not include utilities or a concrete or other permanent foundation, and which can be easily removed from the Property.

13.17 "Trail" means a dirt, gravel, wood-chip or unpaved pathway not to exceed 6 feet in width.

13.18 "Use" means physical use of the Property or any part thereof, or an activity on the Property or any part thereof.

13.19 "Utility Structure" means any structure used to provide electricity, natural gas, water, sewer services, or telecommunications to the Property or across the Property.

IN WITNESS HEREOF, this Easement has been executed by the Owner and RMEF on the dates indicated below.

OWNER:

Matthew James Keegan III
Name, Title Matthew James Keegan III

4/30/19
Date

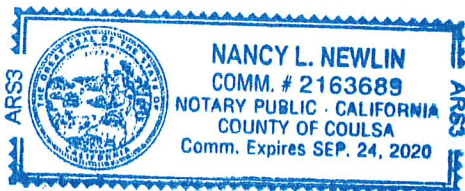
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of Colusa) : ss

On April 30, 2019 before me, Nancy L. Newlin, Notary Public (here insert name and title of the officer), personally appeared MATTHEW JAMES KEEGAN III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Seal

Nancy L. Newlin
Notary Public Signature
Notary Public for the state of California
Residing at 430 MARKET ST., "B", COLUSA, CA
My notary commission expires: Sept 24, 2020

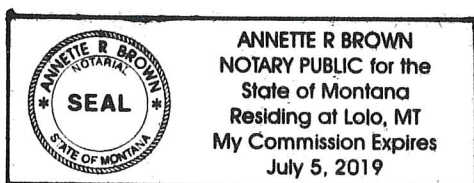
Rocky Mountain Elk Foundation, Inc., a Montana nonprofit corporation:

By: Blake L. Henning
Blake L. Henning, Chief Conservation Officer

4/26/19
Date

STATE OF MONTANA)
 : SS.
County of Missoula)

This instrument was acknowledged before me on April 16, 2019, by Blake L. Henning, who is known to me to be the Chief Conservation Officer of the Rocky Mountain Elk Foundation, Inc. for which the instrument was executed.



Annette R. Brown
Notary's Signature
Annette R. Brown
Notary's Printed Name
Notary Public for the State of Montana
Residing at Lolo, Montana
My commission expires July 5, 2019

Exhibit A

Legal Description

The land described herein is situated in the State of California, County of Colusa, unincorporated area, described as follows:

All that real property situated and being in the County of Colusa, State of California, being a portion of Sections 31 and 32, Township 15 North, Range 4 West, and a portion of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29 and 30, Township 14 North, Range 4 West, M.D.B.&M., lying Southerly and Easterly of California State Highway 20 as it exists on December 31, 1967, and being all that portion of that certain real property described in deed recorded in Book 117, Official Records, page 322, lying Southerly and Easterly of California State Highway 20 and being more particularly described as follows:

Beginning at the intersection of the South line of the Northeast one-quarter of Section 30, Township 14 North, Range 4 West, M.D.B.&M., with the Easterly right-of-way line of California State Highway 20; thence along the Easterly and Southerly right-of-way of said Highway 20 to a point on said Southerly right-of-way line in Section 32, Township 15 North, Range 4 West, M.D.B. &M., being on the intersection of said right-of-way with the Southerly line of that certain real property described as Parcel 1 in that certain Trust Transfer Deed to William L. Frost Family Trust, established by Declaration of Trust dated July 8, 1989, and recorded in Book 635, page 407, Official Records of said County; thence along said Southerly line South 03° 29' East to a point on the South line of said Section 32 from which the Southeast corner of said Section 32 bears Easterly along said South line 475 feet; thence Westerly along said South line 3860 feet, more or less, to the Northeast corner of Lot 4 of said Section 5, Township 14 North, Range 4 West, M.D.B.&M.; thence Southerly along the East line of Lots 4, 11 and 12 of said Section 5 to the South line thereof; thence Easterly along the said South line to the Northeast corner of the Northwest one-quarter of Section 8, same Township and Range; thence Southerly along the East line of said one-quarter and the East line of Lots 2 and 7 of said Section 8 to the South line thereof; thence Westerly along the said South line to the Northeast corner of said Lot 4, Section 17, same Township and Range; thence Southerly along the East line of said Lot 4 and the East line of Lot 5 to the South line thereof; thence Westerly along said South line to the West line of aforesaid Section 17; thence Southerly along the said West line to the North line of the South one-half of the Southwest one-quarter of said Section 17; thence Easterly along said North line to the Northeast corner of said South one-half of the Southwest one-quarter of said Section 17; thence Southerly along the East line of said South half and the East line of the North one-half of the Northwest one-quarter of Section 20, same Township and Range; to the Southeast corner thereof; thence Westerly along the South line of the said North one-half of the Northwest one-quarter to the West line of said Section 20; thence Southerly along the said West line to the Northwest corner of the Southwest one-quarter of said Section 20; thence Easterly along the North line to the Northeast corner of said one-quarter; thence Southerly along the East line thereof and the East line of the Northwest one-quarter of Section 29 to the Southeast corner thereof; thence Westerly along the South line of said Northwest one-quarter and the South line of the Northeast one-quarter of Section 30, Township 14 North, Range 4 West, M.D.B.&M. to the point of beginning.

EXCEPTING THEREFROM an undivided one-sixteenth interest in all oil, gas and/or hydrocarbon substances, together with a right of entry upon said premises to obtain and remove same as reserved in Deed dated November 14, 1944, and recorded November 24, 1944, in Book 117 Official Records, page 322.

ALSO EXCEPTING THEREFROM the following parcel of land:

That portion of the Southeast 1/4 of Section 31, Township 15 North, Range 4 West, M.D.B.&M., described as follows:

BEGINNING at a point in the Southeasterly line of the existing State Highway as described in deed to State of California, recorded May 13, 1930 in Book 23 at page 76 Official Records of Colusa County, being the Southeasterly terminus of the course described as "N. 56° 24' W., 80.0 feet" in Parcel No. 2 of said deed; thence from said point of beginning South 24° 08' 14" West, 60.83 feet; thence South 39° 18' 38" West 100.50 feet; thence North 56° 24' 00" West 30.00 feet to a point in the Southeasterly line of said State Highway; thence along said Southeasterly line North 33° 36' 00" East, 160.00 feet; thence South 56° 24' 00" East 30.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, all that real property described indeed to State of California dated May 21, 1997, recorded October 31, 1997, Recorder's Serial No. 97-004520.

ALSO EXCEPTING THEREFROM, all that real property described in deed to State of California dated April 10, 1991, and recorded July 26, 1991, Book 691 Official Records, page 214.

APN's 016-180-009, 016-180-013, 018-040-004, 018-040-018, 018-040-019, 018-130-004, 018-130-006, 018-130-008, 018-130-021, 018-130-024, 018-220-006, 018-220-016

Exhibit B Property Map

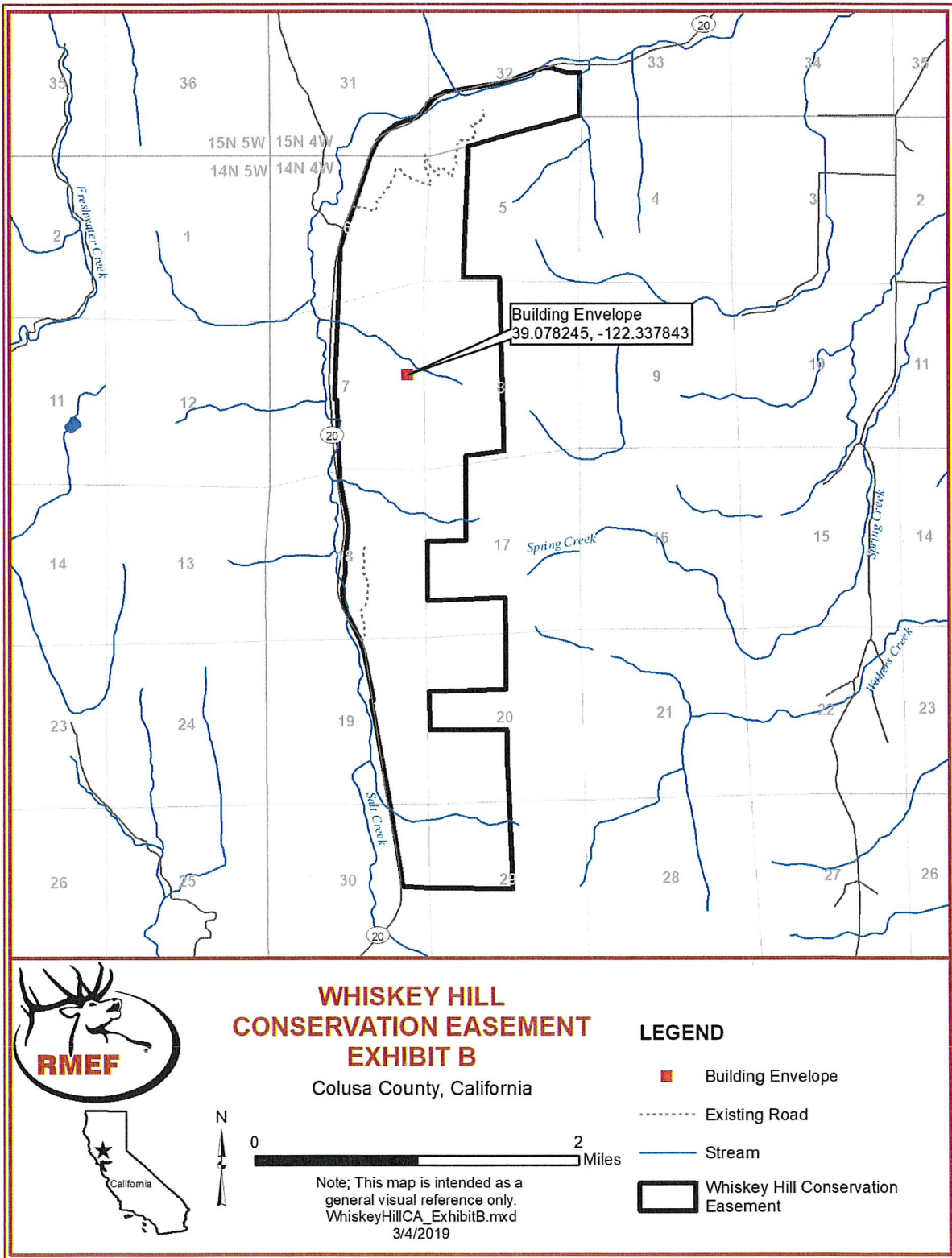


Exhibit C
Wildlife Friendly Fencing Guidelines

Wildlife friendly fences should be low enough for adult animals to jump, high enough for animals to crawl under, and should minimize the chance of tangling. Unless otherwise agreed to in writing, new and reconstructed fences must meet the following:

- A top wire or rail no more than 42" above the ground.
- At least 12" between the top two wires.
- At least 18" between the bottom wire or rail and the ground.
- Barbed wire, smooth wire or rail for the top, smooth wire on bottom.
- Posts at about 16-foot intervals; stays acceptable.
- Gates, drop-downs, elk jumps or other passages located where wildlife concentrate and cross.