

RECORDED DECEMBER 22, 1994 BK 371 PG 147 NO 186800 RONALD L. DAILEY, COUNTY CLERK

The Nature Conservancy)
2060 Broadway, Suite 230)
Boulder, Colorado 80302)
Attn: Western Regional Attorney)

(space above this line reserved for recorder's use)

GRANT DEED OF CONSERVATION EASEMENT
(Moncreiffe Ridge - Johnston)

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Conservation Easement"), is made and entered into by and between SUMMERFIELD K. JOHNSTON, JR., a married man, as his sole and separate property, of Hamilton County, Tennessee, whose address is Krystal Building, Suite 600, 100 West 9th Street, Chattanooga, Tennessee 37402 ("Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, with its principal office at 1815 North Lynn Street, Arlington, Virginia 22209 (the "Conservancy"), as grantee, on the basis of the following facts and circumstances:

A. Grantor is the owner of certain real property in Sheridan County, Wyoming, consisting of 80 acres, more or less, and more particularly described in Exhibit A to this Conservation Easement.

B. The Property provides significant relatively natural habitat for plants and wildlife.

C. The Property is adjacent to certain land owned by the Conservancy (the "Conservancy's Land"), more particularly described in Exhibit B to this Conservation Easement.

D. All of the natural elements and ecological and open-space values on the Property are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation.

E. Grantor, as owner in fee of the Property, owns the affirmative rights to identify, preserve, and protect in perpetuity the native species, ecosystems and other natural features and values of the Property.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

F. Grantor desires and intends to transfer such rights to the Conservancy.

G. The Conservancy is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable and educational purposes, is a charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, which was created at least two years prior to the grant of this Conservation Easement, and is a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code of 1954, as amended, qualified to acquire and hold conservation easements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, based upon the common law, Grantor does hereby donate, give, and convey to the Conservancy a Conservation Easement in perpetuity consisting of the rights and restrictions enumerated below, over and across the Property.

I. PURPOSE. It is the purpose of this Conservation Easement to preserve and protect in perpetuity the natural, ecological, and wildlife features and values of the Property, and in particular, without limitation, the quaking aspen/spirea stands, and ponderosa pine stands on the Property. In so doing, it is the purpose of this Conservation Easement to permit the continuation of such passive recreational and other uses specified herein as may be conducted on the Property consistent with the conservation purposes of this Conservation Easement.

II. EASEMENT DOCUMENTATION REPORT. The parties acknowledge that an Easement Documentation Report (the "Report") of the Property has been prepared or will be prepared within one year of the recordation of the Conservation Easement, by a competent naturalist familiar with the environs. The Report will be reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of the Property at the time of this grant. The Report, signed by Grantor and the Conservancy, will be placed on file with the Conservancy and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties may utilize the Report and any other relevant documents, surveys or other information to assist in the resolution of the controversy.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

III. CONSERVANCY'S RIGHTS. The rights conveyed to the Conservancy by this Conservation Easement are the following:

1. To identify, to preserve, and to protect in perpetuity, and to enhance by restoration, the natural, ecological, and wildlife features and values of the Property.

2. To enter upon the Property to enforce the rights herein granted, to study and make scientific observations of its natural elements and ecosystems, to use the Property for scientific and educational purposes, and to determine whether Grantor's activities are in compliance with the terms hereof, all in a manner that will not unreasonably interfere with the use being made of the Property consistent with this Conservation Easement at the time of such entry. The Conservancy shall also have the right of immediate entry to the Property, if in its sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation values protected by the Conservation Easement. The Conservancy shall have a right of access for such purposes, provided that the Conservancy shall notify Grantor or Grantor's agents prior to entry except in emergencies.

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

4. To remove or cut vegetation, including trees, and to control exotic plant species, to the extent and in any manner necessary or desirable in the Conservancy's opinion to manage the Property for the protection, preservation, restoration and enhancement of the species, communities and habitat intended to be protected by this Conservation Easement.

5. To conduct prescribed burns, to the extent necessary or desirable in the Conservancy's opinion to manage the Property for the protection, preservation, restoration and enhancement of the species, communities and habitat intended to be protected by this Conservation Easement, upon prior written notice to Grantor.

6. To construct, maintain, and repair at the Conservancy's cost fences bounding the Property and such other fences, gates, and other inclosures or exclosures as the Conservancy deems necessary or advisable to protect ecologically sensitive areas on the Property.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

IV. CONSISTENT USES. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices shall not be precluded, prevented or limited by this Conservation Easement, except for the requirement of the Conservancy's prior approval, where provided for herein.

1. To graze and range horses, cattle, and buffalo on the Property, except within exclosures constructed or designated by the Conservancy, subject to the following conditions:

A. Stocking rate. Stocking rates shall be consistent with accepted practices for maintaining the land in "good" range condition as determined by the standards of the U.S.D.A. Soil Conservation Service. Survey of the range may show that it is in worse condition, in which case the stocking rate will be reduced to a rate calculated by the Conservancy to improve the land to "good" range condition.

B. Manner of use. All grazing shall be carried out according to the best course of husbandry practiced in the vicinity. In no event shall Grantor use the Property in any manner which would, in the Conservancy's opinion, adversely affect the natural habitat intended to be protected by this Conservation Easement or which is otherwise inconsistent with the purposes of this Conservation Easement.

2. To construct, maintain and repair one caretaker's cabin, provided that the caretaker's cabin shall not to exceed 1,200 square feet, shall not be used as a full time residence, and shall be constructed only with the Conservancy's prior written consent as to the location of the caretaker's cabin.

3. To maintain and repair existing fences, utilities and other improvements on the Property, and, in the event of their destruction, to reconstruct any of such existing improvements with another of similar size, function, capacity, location and material.

4. To construct new fences for management of livestock grazing permitted by this Conservation Easement. All fencing shall be designed and constructed in a manner that minimizes any adverse effect on the native vegetation, wildlife and habitat on the Property.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

5. To control exotic weeds in consultation with the Conservancy. In this regard, Grantor hereby assumes primary responsibility to control exotic weeds on the Property in a timely manner.

6. To ride horses on, over and across the Property.

7. To fish, hike, birdwatch, picnic, hunt (except animals afforded protected status under applicable laws or regulations) and carry on other passive recreational uses, subject to the restrictions in paragraph 5.

8. To maintain and repair existing roads.

9. To construct new hiking and horseback riding trails with the Conservancy's prior written consent, which may be withheld if in the Conservancy's determination any significant harm to the conservation purposes of this Conservation Easement may result.

10. To control predatory animals, except animals afforded protected status under applicable laws or regulations, by selective methods only.

11. To maintain the existing water resources on the Property, and to construct new water resources with the Conservancy's prior written consent, which may be withheld if in the Conservancy's determination any significant harm to the conservation purposes of this Conservation Easement may result.

V. PROHIBITED USES. The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Conservation Easement and shall be prohibited upon or within the Property.

1. The change, disturbance, alteration, or impairment of the natural, ecological, or wildlife features and values within and upon the Property, except as provided herein.

2. The establishment of any residential, commercial or industrial uses other than permitted livestock grazing.

3. The construction or placement of any buildings, camping accommodations, mobile homes, house-trailers, permanent tent facilities, quonset huts or similar structures, guest ranch

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

facilities, ranch structures other than permitted fencing, or billboards, signs, or other advertising, and/or other structures or improvements, except as expressly provided herein.

4. The division, subdivision, or de facto subdivision of the Property.

5. The use of any motorcycles, snowmobiles, off-road vehicles, or any other motorized vehicles off existing roadways, except for limited non-recreational ranching purposes.

6. The growing of crops, including but not limited to fruits, forage and timber, and the raising of livestock, including but not limited to goats, llamas, sheep, pigs, wild game mammals, deer, and exotic birds. This prohibition against the raising of livestock does not apply to the raising of horses, cattle, and buffalo.

7. The exploration for or extraction of oil, gas, hydrocarbons, minerals, soils, sand, gravel, rock or other materials on or below the surface of the Property.

8. The removal, cutting or destruction of native vegetation, including the taking or harvesting of timber, firewood, or dead or downed wood, and the introduction of exotic plant or animal species.

9. The construction of any new roadways.

10. The grazing, ranging, or driving of horses, cattle, sheep or other livestock over, on or across the Property, except as provided in paragraph 4(A) above.

11. The establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock purchased solely for finishing are grouped together for intensive feeding purposes.

12. The use of biocides or other agrichemicals, except for exotic weed control if approved in advance in writing by the Conservancy, which approval may be withheld if in the Conservancy's determination any significant harm to the conservation purposes of this Conservation Easement may result.

13. The dumping or disposal of non-compostable refuse or toxic materials.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

14. The manipulation or alteration of any natural water course, wetland, streambank, shoreline, or body of water, and/or the degradation, pollution or drainage of any surface or sub-surface waters.

15. The carrying on of any noxious or offensive activity or the maintenance of a nuisance.

VI. REMEDIES. In the event that any activity prohibited by this Conservation Easement is caused or permitted by Grantor on the Property, the Conservancy shall have the right to seek an injunction with respect to such activity, and to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the costs of such restoration shall be borne by Grantor or its successors or assigns. In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs and expenses including attorneys' fees, and if such prevailing party shall recover judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. Nothing contained herein shall be construed to preclude Grantor from exhausting its legal remedies in determining whether the proposed activity to which the Conservancy has objected is consistent with this Conservation Easement.

VII. NOTICE.

1. Where notice to Grantor of the Conservancy's entry upon the Property is required herein, the Conservancy shall notify any of the persons constituting Grantor or their authorized agents by telephone, mail or in person prior to such entry.

2. Except as provided in subparagraph A above, whenever express agreement or consent is required by this document, the initiating party shall give written notice and detailed information to the other party by certified mail, return receipt requested. The receiving party shall review the proposed activity and notify the initiating party within 30 days of any objections to such activity. Any objections by a party shall be based upon its opinion that the proposed activity is inconsistent with the terms of the Conservation Easement.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

3. Permission to carry out, or failure to object to, any proposed use or activity shall be for that particular occurrence only, and, unless otherwise stated, shall not constitute consent for any subsequent use or activity of the same or any different nature.

4. Any written notice called for in this Conservation Easement shall be sent by hand delivery or by certified mail, return receipt requested, to the Conservancy at its Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, with a copy to its Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302; and to Grantor at Krystal Building, Suite 600, 100 West 9th Street, Chattanooga, Tennessee 37402, or to such other address of which a party may inform the other party from time to time. The notice shall be deemed to be received on the fourth business day after mailing such notice.

VIII. COSTS. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property, except fencing which the Conservancy constructs, and to pay all taxes associated with the Property, including any taxes assessed upon this Conservation Easement, and does hereby indemnify the Conservancy from all such costs and taxes.

IX. ASSIGNMENT. The Conservancy may assign its interest in this Conservation Easement, with the prior consent of Grantor, which consent shall not be unreasonably withheld, to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1954, provided that the Conservancy requires, as a condition of any transfer, that the conservation purposes of this Conservation Easement continue to be carried out.

X. CHANGED CONDITIONS.

1. It is the intention of the parties that the conservation purposes of this Conservation Easement shall be carried out in perpetuity. In the event that a later unexpected change in the conditions of or surrounding the Property makes impossible or impractical its continued use for the conservation purposes described herein, and the restrictions are extinguished by judicial proceeding, and the Property is subsequently sold, exchanged or condemned, the Conservancy will apply its share (determined as set forth below) of any proceeds received from such sale, exchange or taking in a manner consistent with the conservation purposes of this Conservation Easement or for the

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystems," as that phrase is used in P.L. 96-541, 26 USC 170(L)(4)(a)(ii), as amended and in regulations promulgated under such statute.

2. Grantor agrees that this donation of a perpetual Conservation Easement gives rise to a property right, immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, at the time of the gift, bears to the value of the Property at that time. Grantor and the Conservancy have agreed in a separate writing as to such proportionate value, which, for purposes of this paragraph, shall remain constant. Accordingly, if a change in conditions gives rise to the extinguishment of the restrictions of this Conservation Easement, as set forth above, the Conservancy, on a subsequent sale, exchange, or taking of the Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement, unless state law provides that Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restrictions.

XI. INDEMNITIES.

1. By the Conservancy. The Conservancy, its successors and assigns, agree to indemnify Grantor, its successors and assigns, from all damages or injuries suffered by Grantor or the Property, as a result of any negligence or wilful misconduct on the Property by the Conservancy, its employees, invitees, agents or contractors; and the Conservancy does further agree to hold Grantor harmless and to defend Grantor from any claims or causes of action asserted by any third party, including employees, invitees, agents and contractors of the Conservancy, for injuries to persons or property suffered on the Property as a result of any negligence or willful misconduct on the Property by the Conservancy, except to the extent due to the negligence or willful misconduct of Grantor, its employees, invitees, agents, or contractors. As used herein, the term "invitees" shall include, but not be limited to, lessees, tenants, permittees and guests.

2. By Grantor. Grantor, its successors and assigns, agree to indemnify the Conservancy, its successors and assigns, from all damages or injuries suffered by the Conservancy or the Conservation Easement, as a result of any negligence or wilful misconduct on the Property or Grantor's adjacent property by

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

Grantor, its employees, invitees, agents or contractors; and Grantor does further agree to hold the Conservancy harmless and to defend the Conservancy from any claims or causes of action asserted by any third party, including employees, invitees, agents and contractors of Grantor, for injuries to persons or property suffered on the Property as a result of any negligence or willful misconduct on the Property or Grantor's adjacent property by Grantor, except to the extent due to the negligence or willful misconduct of the Conservancy, its employees, invitees, agents, and contractors. As used herein, the term "invitees" shall include, but not be limited to, lessees, tenants, permittees and guests.

XII. ENFORCEMENT. Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the respective party having the right to enforce under the circumstances, and any forbearance on behalf of such party to exercise its rights hereunder in the event of any breach hereof by the other party shall not be deemed or construed to be a waiver of such party's rights hereunder in the event of any subsequent breach.

13. EXTINGUISHMENT. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of Grantor's Land, by judicial proceeding in a court of competent jurisdiction.

14. BINDING COVENANT. The terms, covenants, conditions and restrictions contained in this Conservation Easement shall burden and shall run with the Property in perpetuity and shall bind Grantor, his heirs, devisees, personal representatives, successors and assigns forever, and shall benefit in perpetuity the Conservancy's Land and the Conservancy, its successors and assigns.

15. ACCESS. Nothing contained in this Conservation Easement shall be construed to give the public access to or across any portion of the Property or any adjoining property owned by Grantor.

16. DEFINITIONS. The terms "Grantor" and "Conservancy," wherever used in this Conservation Easement and any pronouns used in place thereof, shall mean and include, respectively, the

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

above-named Grantor, its personal representatives, successors or assigns, and the Conservancy and its agents, invitees, successors and assigns.

17. SEVERABILITY. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

18. INTERPRETATION. The provisions of this Conservation Easement shall be liberally construed to effectuate their purpose of preserving and protecting the quaking aspen/spirea stands and lodgepole pine/spirea stands and hawthorne woodland communities and habitat and other values described above. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Wyoming, County of Sheridan, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. This Conservation Easement shall be interpreted in accordance with the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties have executed this Grant Deed of Conservation Easement as of the 20th day of December, 1994.

The Nature Conservancy
a non-profit organization

By Ben C. Priene
Its Vice President

Summerfield K. Johnston, Jr.

Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

158
STATE OF Georgia)
County of Cobb) ss.

The foregoing instrument was acknowledged before me this
20 day of December, 1994, by Rose Marie Teague
My notarial commission expires June 29, 1996

Witness my hand and official seal.

ROSE MARIE TEAGUE
Notary Public, Cobb County, Georgia
My Commission Expires June 29, 1996

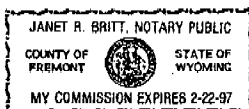


STATE OF Wyoming)
County of Fremont) ss.

The foregoing instrument was acknowledged before me this
19 day of December, 1994, by Ben C. Pierce
representative of The Nature Conservancy.
My notarial commission expires 2-22-97.

Witness my hand and official seal.

Janet R. Britt
Notary Public



Moncreiffe Ridge (S.K. Johnston)
Conservation Easement
December 19, 1994

EXHIBIT A
GRANTOR'S LAND

A parcel of land situated in the County of Sheridan, State of Wyoming, more particularly described as follows:

Township 53 North, Range 84 West, 6th P.M.

Section 1:	SW1/4SW1/4
Section 2:	SE1/4SE1/4

EXHIBIT B
CONSERVANCY'S LAND

All that certain real property in Sheridan County, Wyoming, located in Township 53 North, Range 84 West, described as follows:

- (1) the South 208.71 feet of the West 208.71 feet of the Northeast quarter of Section 7; and
- (2) the North 208.71 feet of the East 208.71 feet of the Southwest quarter of Section 7.

Containing 2 acres, more or less.

Together with a right of access for ingress and egress over the Property, as described in that certain Grant Deed of Conservation Easement over property in Sheridan County, Wyoming, from Summerfield K. Johnston, Jr., to The Nature Conservancy, a District of Columbia non-profit corporation, recorded December 29, 1989 in Book 332, Page 178, Sheridan County, Wyoming, and over Grantor's adjoining property, as described in Appendix I to such Grant Deed of Conservation Easement.

