

THE STIMSON LUMBER COMPANY RECREATION MANAGEMENT AREA LANDOWNER AGREEMENT

THIS LANDOWNER AGREEMENT ("Agreement"), entered into effective as of _____, 2023, is by and between Stimson Lumber Company ("Landowner"), and the Montana Department of Fish, Wildlife and Parks ("Department").

WITNESSETH:

WHEREAS, it will be of benefit to the parties hereto and to the public to provide for adequate and responsible hunting and recreational management of the Landowner's property in Lincoln and Sanders Counties, to be designated as "Stimson Lumber Company Recreation Management Area" ("RMA") more particularly described in Exhibit "A".

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

1. The RMA shall be and remain open to lawful hunting and fishing during all legally established seasons subject to the terms and provisions of this Agreement and other restrictions as may be established by Landowner. Landowner may close lands to all public access during periods of high fire danger at Landowner's discretion. The Department will be informed of said closures. The RMA and terms thereof are subject to any conservation easements that apply to Stimson Lands.
2. Special Regulations, as shown in Exhibit "A" attached hereto, will be promulgated and enforced by the Department.
3. As a means of providing the recreating public with the Special Regulations, informational sign boards or kiosks may be installed on roads at entry points to the RMA.
4. All necessary signs and kiosks to be posted shall be provided by the Landowner and installed by the Department at the Landowner's expense.
5. The Landowner expressly reserves the right to remove, or cause to be removed, any person or persons from the RMA for any cause.
6. The Landowner is not conveying any interest or right to the Department or the public by entering into this Agreement and all privileges and rights of ownership remain with the Landowner.
7. Except as otherwise provided herein, this Agreement will remain in effect for the period of time from the date of signing by both the Department and Landowner to August 25, 2025. Landowner may terminate this Agreement upon 60 days' advance written notice of termination. In the absence of early termination, the Department may give written notice to the Landowner of its desire to renew this Agreement no later than January 1, 2025. Thereafter, the parties shall have until August 15, 2025, to conclude the renewal by signing an amendment to this Agreement or a new Agreement.
8. If Department fails to perform in accordance with this Agreement or uses the lands in a manner inconsistent with the provisions hereof, the Landowner may notify the Department by written notice of default, effective when received. If Department fails to take appropriate action to correct the default within 60 days from receipt of Landowner's notice, then this Agreement may be terminated by Landowner upon delivery of a written notice of termination, effective upon receipt of such notice of termination.
9. If Landowner transfers or ceases to manage all or a portion of their real property subject to this Agreement during the term hereof, this Agreement shall be terminated as to that portion of the property no longer under Landowner's control, unless this agreement is ratified in writing by the Landowner's successor.
10. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana.
11. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by both parties.
12. Notices. Addresses for the respective parties are as follows, which addresses shall be used for purposes of written notices required under this Agreement:

Montana Fish, Wildlife and Parks, Region 1 Office, 490 North Meridian Road, Kalispell, MT 59901

Stimson Lumber Company, 60 Port BLVD, Libby, MT 59923

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

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

Montana Fish, Wildlife and Parks by: _____

Stimson Lumber Company by: _____

EXHIBIT "A"

THE STIMSON LUMBER COMPANY LANDS RECREATION MANAGEMENT AREA

Public Use Special Regulations

Because the public enjoyment of the recreational facilities of these lands necessitates rules, regulations and enforcement, the provisions of 87-1-303 MCA shall apply. It is therefore ordered that it shall be unlawful for any person to:

1. Drive any motorized wheeled-vehicle including electric bicycles in the above-described area except on designated open roads or areas posted open to motorized use. Off-road motorized vehicle use is prohibited. Landowners and/or their designee in the course of administrative work, and federal, state, and county officials in the course of their official duties will be exempt from these vehicular restrictions.
2. Drive any motorized wheeled-vehicle behind any gate, earthen barrier, barricade, or signs. Any earthen barrier is considered a "closure" to all wheeled-motorized vehicles. Road restrictions apply behind unmarked gates, even if vandalized or open.
3. Park any vehicle in such a manner as to obstruct traffic or block any gate. Administrative, contractor or emergency traffic may need to pass through locked gates at any time.
4. Operate a snowmobile in the above-described area.
5. Trespass, hunt, or discharge a firearm within Stimson Lumber Company posted safety zones. Recreational shooting and discharge of firearms is prohibited on Stimson Lumber Company lands when posted. However, hunting and non-commercial trapping of game and non-game animals is allowed in accordance with Montana Fish, Wildlife and Parks rules and regulations.
6. Hunt, transport hunters or retrieve game behind a closed road with administrative or commercial vehicles.
7. Conduct any commercial activity on Stimson Lumber Company lands. Including commercial outfitting or guiding of hunters or fisherman in the above-described area.
8. Commercially trap game and non-game species. Recreational trapping and wolf trapping, as defined by published Montana Fish, Wildlife and Parks trapping regulations is allowed. Trapping is prohibited on active logging and road construction projects, if machinery is in the area; the area is closed to trapping. Trap setbacks are required as defined by published Montana Fish, Wildlife & Parks trapping regulations. Wolf trappers are required to register at the FWP Region 1 Office.
9. To remove rock or minerals from Stimson Lumber Company lands.
10. Remove fossils or artifacts on Stimson Lumber Company lands.
11. Camp or use Stimson Lumber Company Lands for overnight use. Exception: Limited camping is allowed in designated areas within the Thompson Fisher Conservation Easement. These designated camping areas are posted at each site. Camping is limited to 14 days with a maximum of 3 days left unattended. Camping beyond 14 days requires moving to a new site no closer than 5 miles from the original site.
12. To have campfires or fires of any kind on Stimson Lumber Company lands. Exception: Campfires are allowed within the Thompson Fischer Conservation Easement but cannot be left unattended and are required to be fully extinguished before leaving.
13. Cut standing trees or remove firewood from Stimson Lumber Company lands, including harvesting of Christmas trees.
14. Use any exploding targets, fireworks or explosives on Stimson Lumber Company lands.
15. Dump carcasses or leave any garbage or litter. All trash must be packed out and the area left clean.
16. Destroy or vandalize Stimson Lumber Company lands or property.