

THE NATURE CONSERVANCY RECREATION MANAGEMENT AREA LANDOWNER AGREEMENT

THIS LANDOWNER AGREEMENT ("Agreement"), entered into effective as of _____, 2023, is by and between The Nature Conservancy (hereinafter referred to as "Landowner"), and the Montana Department of Fish, Wildlife and Parks (hereinafter referred to as "Department").

WITNESSETH:

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

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

1. The RMA shall be and remain open to lawful hunting and fishing during all legally established seasons subject to the terms and provisions of this Agreement and other restrictions as may be established by Landowner. Trapping is authorized only under a TNC Special Use Permit. 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 these TNC 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 shall be installed on roads at entry points to the RMA.
4. All necessary signs and kiosks to be posted shall be provided by the Landowner and installed by the Department at the Landowner's expense.
5. The Landowner, expressly reserves the right to remove, or cause to be removed, any person or persons from the RMA for any cause.
6. Landowner is not conveying any interest or right to the Department or the public by entering into this Agreement and all privileges and rights of ownership remain with the Landowner.
7. Except as otherwise provided herein, this Agreement will remain in effect for the period of time from the date of signing hereof by the Department and Landowner to August 25, 2025. Landowner may terminate this Agreement upon sixty (60) days advance written notice of termination. In the absence of early termination, the Department may give written notice to the Landowner of its desire to renew this Agreement no later than January 1, 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 sixty (60) days from receipt of Landowner's notice, then this Agreement may be terminated by Landowner upon delivery of a written notice of termination, effective upon receipt of such notice of termination.
9. If Landowner transfers or ceases to manage all or a portion of their real property subject to this Agreement during the term hereof, this Agreement shall be terminated as to that portion of the property transferred or which Landowner ceases to manage, unless this agreement is ratified in writing by the successor owner or manager.
10. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana.
11. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by all parties to this Agreement.
12. Notices. Addresses for the respective parties are as follows, which addresses shall be used for purposes of written notices required under this Agreement:

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

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

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

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

Montana Fish, Wildlife and Parks

by: _____

The Nature Conservancy

by: _____

EXHIBIT "A"

THE NATURE CONSERVANCY LANDS RECREATION MANAGEMENT AREA

Public Use Special Regulations

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 between April 2 and November 30. Snowmobile use is allowed seasonally from December 1 through April 1 in most areas. Snowmobiles are permitted to go beyond an earthen barrier or gate; however, snowmobilers are requested to remain on groomed or signed snowmobile routes, or forest road systems. Certain areas may be posted closed to snowmobile use year-round.
5. Trespass, hunt, or discharge a firearm within TNC's posted safety zones. Recreational shooting and discharge of firearms is prohibited on TNC lands where posted as closed to recreational shooting. However, in recreational-shooting closure areas, hunting of game and non-game animals is allowed in accordance with Montana Fish, Wildlife and Parks rules and regulations.
6. Trespass, hunt, camp, or discharge a firearm within designated closed areas. This includes temporary, permanent, and posted closures on TNC lands. Area closures may be in effect for specific or for all uses, and be for the purposes of resource protection, restoration projects, fire restrictions, wildlife habitat, wildlife security, seasonal trail closures and/or other reasons.
7. Hunt, transport hunters or retrieve game behind a closed road with personal, administrative or commercial vehicles. A TNC *Special Use Permit* is required for any exceptions.
8. Conduct any commercial activity, including commercial firewood gathering, without a TNC *Special Use Permit*.
9. Conduct commercial outfitting or guiding of hunters or fisherman in the above-described area.
10. Set traps or snares on TNC lands, except under a *Special Use Permit*.
11. Leave a campsite unattended for more than three consecutive days. Camping on TNC lands is allowed but is limited to 16 consecutive days. Camping beyond 16 days requires relocation to new site at least five miles from the original site. A TNC *Special Use Permit* is required for any exceptions or special use camping.
12. Leave a campfire unattended. Campfires must be attended at all times. Cutting of dead/down firewood for personal use while camping on TNC lands is allowed, a TNC *Firewood Cutting Permit* is not required for this limited use.
13. To minimize conflicts with bears, human, pet, and livestock food, garbage and all other attractants shall be acceptably stored at all times in accordance with the Montana Fish, Wildlife and Parks' Wildlife Management Food/Attractant Order.
14. The use of certified weed-seed-free livestock hay, forage and bedding is required for all domestic animal use on TNC lands.
15. Cut or remove firewood without a TNC *Firewood Cutting Permit*. Permitted personal-use firewood gathering of dead or down wood is allowed from June 1 – December 31. Personal firewood gathering must not exceed five cords per permit. Commercial firewood gathering is not permitted except under a *Special Use Permit*.
16. Use any exploding targets, fireworks or explosives on TNC lands.
17. Leave any garbage or litter. All trash must be packed out and the area left clean.