

AZ Sportsmen For Wildlife Conservation GRANT COMPLETION REPORT

Project Title: Tombstone Ranch Permanent Habitat and access project

Organization: Valley OF The Sun Quail Forever

Event/Project Completion Date: 9/21/2020

Project Location (Include info such as event center, hunting unit, etc.): **Whitewater Draw Tombstone Arizona**

Submitted By: Chip Wittrock

E-mail: Chip@lifeaudit101.com

Phone #: 712-830-5986

Today's Date: 9/28/2020

AZSFWC Recognition:

AZSFWC Logo and Link to AZSFWC on organization's website? (attach screen print image) Yes No

License Plate Image w/link to MVD on organization's website? (attach screen print image) Yes No

AZSFWC Logo displayed at event? (attach photo(s)) Yes No

AZSFWC recognized in all marketing materials & post event articles? (attach all samples) Yes No

List any social media recognition of AZSFWC (include all screen print images) **On Going**

Was there any media or press coverage? (attach copies if available) Yes No

List any other recognition?

Summarize Project Accomplishments: See Attached

Measurable Results (Fill in all that are applicable):

Attendees (If project was an event, list total # of participants, excluding staff, visiting parents, etc): NO

Visitors (If the project is an interpretive display, list total # of annual visitors): Public access 1000+

Brochures, Pamphlets, etc. (If the project is a brochure, publication, poster or video, list the total produced and distributed):

Other (please explain):

Budget (specifically describe how AZSFWC funds were used; e.g. program promotion, type of equipment, materials and/or supplies, etc.):

Budget Item	Planned	Actual
Remaining Balance on a Permanent easement to 2100 acres	10000.00	10000.00

Project Cooperator(s) (please include any in-kind contributions):

Cooperator (no abbreviations)	Amount Contributors \$
AZGFD	70000.00
The Arizona Land Trust	80000.00
Natural Resources Conservation Service	160000.00
Valley Of The Sun Quail Forever	10000.00

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

ACCESS EASEMENT

(Limited Recreational Access for Tombstone Ranch)

THIS ACCESS EASEMENT is granted this 21 day of September, 2020, by Trey Best, whose address is PO Box 6307 Amado AZ 85645 ("Grantor") and Pheasants Forever Inc. ("Grantee") whose address is 1783 Buerkle Circle, White Bear Lake, MN 55110.

WITNESSETH:

- A. Grantor is the owner of property located in the County of Cochise, more particularly described in Exhibit A attached hereto and incorporated herein ("Best Property").
- B. Grantee is the Pheasants Forever Inc., an Minnesota non-profit organization cooperating with the State of Arizona Landowner Relation Program to provide public access to the adjoining Tombstone Ranch, LLC conservation easement property ("Tombstone Ranch"), described in Exhibit B attached hereto.
- C. Grantor desires to convey an access easement ("Easement") across the Best Property for the benefit of the general public for the purposes of recreational access to the Tombstone Ranch, described in Exhibit C and depicted in Exhibit D, which access shall be limited to specific times of the year as set forth below.

NOW, THEREFORE, for Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants to the Grantee an access easement, forty feet (40') in width, over and across the Best Property for pedestrian and equestrian access to the

Tombstone Ranch. The Easement is an easement appurtenant to the Tombstone Ranch and is intended to run with the land, burdening the Best Property and benefitting the Tombstone Ranch.

TERMS AND CONDITIONS

- 1. Duration, Relocation of Easement: The Easement shall be perpetual but may be relocated by Grantor upon prior written approval by Grantee. Grantor may relocate the easement to other property owned by it, or under its control. However, any relocation of the easement shall result in at least an equivalent access for the Grantee. Use of the Easement is limited to January 1 to March 1 and August 15 to December 31 of each year.
- 2. Maintenance by Grantor: Grantor shall have the right to maintain the forty-foot-wide (40') initial Easement and any subsequent relocated Easement, in its sole discretion and at its sole expense.
- 3. Maintenance by Grantee: Notice:
 - a. The Grantee may maintain the Easement, provided that the maintenance is done in a manner that is acceptable to the Grantor.
 - b. If the Grantee desires to perform routine maintenance work on the Easement, the Grantee shall provide the Grantor with a verbal notice to Trey Best. This right to provide verbal notice is personal only to Trey Best and terminates upon transfer of the Best Property to anyone else. Thereafter, any notice of routine or major work must be given as provided under paragraphs 4 and 5.
 - c. If the Grantee desires to perform "major maintenance", then the Grantee shall provide Grantor with written notice of the desired maintenance work in accordance with the notice requirements stated in Paragraph 5 below. "Major maintenance" is defined as any relocation of roads, paths or gates within the easement area, or maintenance that would require work outside the 40' wide easement.
 - d. If the Grantee is required to provide notice under paragraph 4, Grantor shall have five (5) days from its receipt of any such notice to review the proposed maintenance activity and to notify the Grantee of its objections thereto. The Grantor's response to the Grantee's notice shall be given verbally or shall be sent by registered or certified mail, return receipt requested, to the Grantee at the address set forth below, or to such other address as may be designated to the Grantor in writing by the Grantee.

Should the Grantor fail to respond to the Grantee's written notice within five (5) days, the proposed maintenance work shall automatically be deemed consistent with the terms and conditions of this Easement, and the Grantee may proceed with the maintenance as proposed.

4. Form of Written Notice: Any written notice required to be given under this Easement shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such written notice shall be addressed as follows:

If to the Grantor:

TREY BEST
P.O. Box 6307
Amado, Arizona, 85645

If to the Grantee:

Al Eiden
West Region Director
1783 Buerkle Circle
White Bear Lake, MN 55110

5. Transfer: Grantee shall have the right to assign or otherwise transfer this Easement to the Arizona Game and Fish Department at any time. Such assignment shall be effective upon recordation.

6. Right of First Refusal: In the event Grantee dissolves or otherwise elects to abandon its rights under this agreement, the State of Arizona through the Arizona Game and Fish Commission and its administrative agency the Arizona Game and Fish Department ("AZGFD") shall have the right of first refusal to accept all of Grantee's rights, privileges and responsibilities as described herein. If AZGFD does not or cannot accept these rights and privileges, AZGFD shall make reasonable efforts to find a suitable holder for this access easement.

WHEREFORE, this Access Easement has been executed as to the date shown above.

GRANTOR:

Trey Best, a single man

By: Trey Best

Initials: TB

STATE OF Arizona)

) ss.

COUNTY OF Pima)

On this 20 day of August, 2020 before me, a Notary Public for the State of Arizona, personally appeared TREY BEST, the owner of parcel BEST, who acknowledged and signed the foregoing instrument as Grantor, and he executed the same as a free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

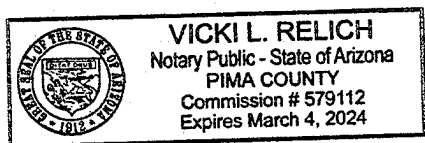
(Notary signature)

Vicki L. Relich

(Printed name)

VICKI L. RELICH

Notary Public for the State of Arizona



Residing at: _____

My commission expires: _____, 20__

The undersigned GRANTEE hereby acknowledges the forgoing Baseline Report.

DATED this 13 day of AUGUST, 2020

PHEASANTS FOREVER INC

An Minnesota Nonprofit Corporation

By: [Signature]

Initials: [Signature]

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

Before me, a Notary Public for the State of Minnesota appeared the above named Howard K. Vincent, the President & CEO of PHEASANTS FOREVER INC., who acknowledged and signed the foregoing instrument as Grantee, and her signing was her free act.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this day 13th of AUGUST, 2020.

[Signature]
(Written signature)



Eric Sterner

Notary Public, State of Minnesota

My commission expires : JAN. 31, 2023, 2020

EXHIBIT A

Best Property

Cochise County Parcel No: 403-30-002

More particularly described as:

That portion of the South half of the North half of Section 21, Township 20 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows, to wit:

BEGINNING at a point on the West line of said Section 1,320.00 feet South of the Northwest corner of said Section 21;

thence East parallel to the North line of said Section 21, 4,523.00 feet;

thence South $00^{\circ} 14' 29''$ East, 1,320.00 feet;

thence North $89^{\circ} 27' 30''$ West, 4,523.00 feet to the West section line of said Section 21;

thence North along the said Section line to the POINT OF BEGINNING.

EXHIBIT B

Tombstone Ranch

Land in Cochise County owned by Tombstone Ranch, LLC including without limitation Assessor Parcel Numbers 403-01-009 to 403-01-047 and 403-01-051 to 403-01-071

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the County of Cochise, State of Arizona, and is described as follows:

A Conservation Easement over the following described property:

Lots 228 through 266 and Lots 270 through 290, TOMBSTONE HERITAGE RANCH III, according to Book 27 of Surveys, pages 10, 10A, 10B, and 10C, records of Cochise County, Arizona;

EXCEPT as to that portion lying within Lot 4 of Section 19, Township 20 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, all gas, oil, metals and minerals as reserved in Patent to the State of Arizona; and

EXCEPT, as to the Southeast quarter of the Southeast quarter of Section 4, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona and the North half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 9, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, one half interest into all oil, gas and other minerals as reserved in Deed recorded in Book 140, Deeds of Real Estate, page 582, records of Cochise County, Arizona.

EXHIBIT C

Access Easement

The North 40 feet of the following property, except the East 864.44 feet thereof:

That portion of the South half of the North half of Section 21, Township 20 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows, to wit:

BEGINNING at a point on the West line of said Section 1,320.00 feet South of the Northwest corner of said Section 21;

thence East parallel to the North line of said Section 21, 4,523.00 feet;

thence South $00^{\circ} 14' 29''$ East, 1,320.00 feet;

thence North $89^{\circ} 27' 30''$ West, 4,523.00 feet to the West section line of said Section 21;

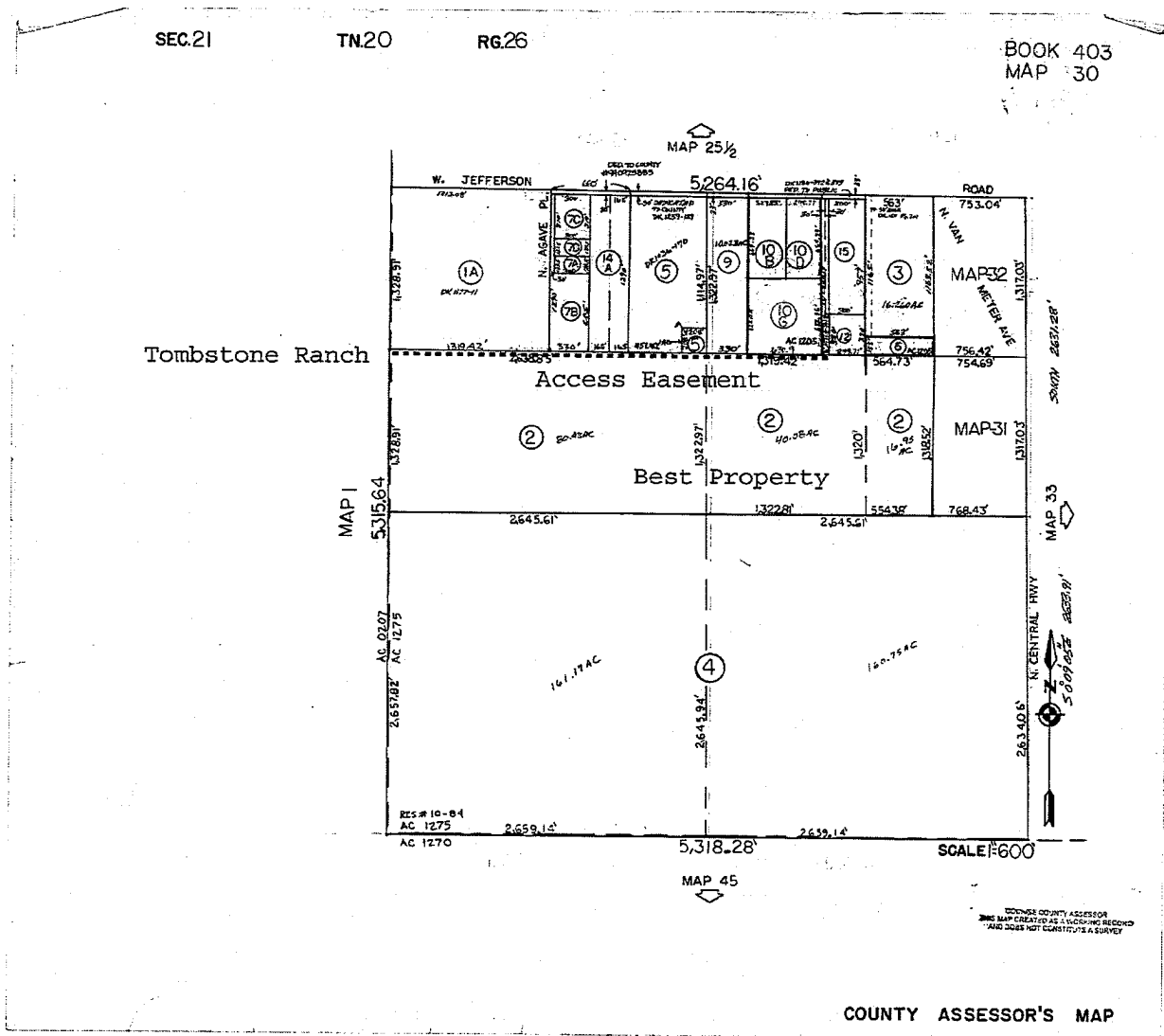
thence North along the said Section line to the POINT OF BEGINNING.

Cochise County Parcel No: 403-30-002

EXHIBIT D

Depiction of Access Easement

(FOR EXPLANATION ONLY)



COUNTY ASSESSOR'S MAP

RECORDING REQUESTED BY
AND UPON RECORDING
RETURN TO:

Executive Director
Arizona Land and Water Trust, Inc.
2810 N. Alvernon Suite 600
Tucson, Arizona 85712

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY-----

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted effective as of the 21 day of September, 2020, by TOMBSTONE RANCH, LLC, whose address is 4833 W. Country Gable Drive, Glendale, Arizona 85306, ("Grantor"), to ARIZONA LAND AND WATER TRUST, INC., an Arizona nonprofit corporation ("Grantee") having its principal office at 2810 North Alvernon, Suite 600, Tucson, Arizona 85712, for the purpose of forever conserving the open space character, agricultural productivity, wildlife habitat, and/or scenic qualities of the subject property.

WITNESS THAT:

Grantor is the sole owner in fee simple of the property ("Property" or "Protected Property"), legally described in **EXHIBIT A** attached to and made a part of this Deed, which consists of approximately 2,190 acres of land, together with buildings and other improvements, located in Cochise County, Arizona.

The Property is primarily high-quality grassland that provides both wildlife habitat and forage for livestock. The Property includes a variety of grass species, including Alkali Sacaton (*Sporobolus airoides*), Giant Sacaton (*Sporobolus wrightii*), Vine mesquite (*Panicum obtusum*), and Sand dropseed (*Sporololus cryptandrus*). The intermittent Whitewater Draw flows through the Property for approximately 1.8 miles and provides provides habitat for waterfowl, including mallard, pintail, gadwall, Wilson snipe, and various teal species. Canada and Snow Geese, as well as Sandhill Cranes, inhabit the area during the fall and winter months. Other gamebirds include Gambel and scaled quail, and both mourning and whitewing dove. Big game species in the Whitewater Draw area include mule deer and javelina. Because the area is sparsely populated, ocelot and jaguar may travel through the region as they move between the Mule, Dragoon, Chiricahua and the Peloncillo mountains.

Tombstone Ranch Conservation Easement
Grantor Initials: ARB Grantee Initials: _____

RECORDING REQUESTED BY
AND UPON RECORDING
RETURN TO:

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Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

The Property's natural features, quality rangeland, biological diversity, recreation opportunities, and open space values (which are collectively referred to herein as the "Conservation Values") are important to the residents of Cochise County and the entire State of Arizona.

The Conservation Values of the Property are documented in the Easement Documentation Report depicting relevant features of the Property and an Acknowledgement of which is attached hereto as **EXHIBIT C** and incorporated by this reference ("Baseline Documentation"), dated 9th of June, 2020, that consists of reports, maps, photographs, and other documentation that the parties provided, collectively, and agree represents an accurate representation of the Property at the date of this Easement and that is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement.

This Agricultural Land Easement ("ALE") is acquired with funds provided, in part, under the Agricultural Conservation Easement Program ("ACEP"). The **EXHIBIT E** is attached hereto and incorporated herein by reference and will run with the land in perpetuity. As required by 16 U.S.C. § 3865 *et seq.*, and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in **EXHIBITS A** and **B** is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms for the Protection of Agricultural Use in **EXHIBIT E** that is appended to and made a part of this easement deed.

The conservation purposes of this Deed are acknowledged by, and the grant of this Deed will serve the following governmental conservation laws and policies:

The Agricultural Conservation Easement Program, established under the Agricultural Act of 2014 (Pub. L. 113-79), which protects the long-term viability of the nation's food supply by preventing conversion of productive working lands to non-agricultural uses and conserves vital grazing land, including rangeland, pasture and shrub land.

The Arizona Conservation Easement Act ("the Act"), A.R.S. §§ 33-271, *et seq.*, which provides for conservation of private property to maintain the land's environmental quality, scenic and recreation value, wildlife habitat, and agricultural productivity.

Grantee is an Arizona charitable corporation qualified to hold conservation easements pursuant to the Act and is a "qualified organization" within the meaning of section 170(h) of the Internal Revenue Code of 1986, as amended; and accepts the responsibility of enforcing the terms of this Easement and upholding its Conservation Values forever.

NOW, THEREFORE, for the reasons given, and in consideration of their mutual promises and covenants, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by Arizona Revised Statutes §§ 33-271, *et seq.*, and of the nature and character described in this Deed, exclusively for the purpose of conserving and forever maintaining the agricultural productivity, open space character, wildlife habitat, recreational value, and scenic qualities of the Property (the "Conservation Values").

The Property’s natural features, quality rangeland, biological diversity, recreation opportunities, and open space values (which are collectively referred to herein as the “Conservation Values”) are important to the residents of Cochise County and the entire State of Arizona.

The Conservation Values of the Property are documented in the Easement Documentation Report depicting relevant features of the Property and an Acknowledgement of which is attached hereto as **EXHIBIT C** and incorporated by this reference (“Baseline Documentation”), dated 9th of June, 2020, that consists of reports, maps, photographs, and other documentation that the parties provided, collectively, and agree represents an accurate representation of the Property at the date of this Easement and that is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement.

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Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

1. *Use of Property.* It is the intention of Grantor to preserve the ability of the Property to be agriculturally productive, including continuing ranching activities, to engage in future ranching activities, and to preserve the open space character, wildlife habitat, recreational value, and scenic qualities of the Property. The Property may not be used for industrial activities, but may be used for activities which are not otherwise prohibited by this Deed.

2. *Recreational Access.* This Deed does not grant or convey any right of public access to the Property except as described in this section.

A. The Grantor shall make the Property available to the public from January 1 to March 1 and August 15 to December 31 of each calendar year. Public access shall be permitted during that time for the sole purpose of hunting.

B. Grantor shall provide no fewer than one (1) point of public ingress and egress to the Property. The location of ingress and egress shall be determined by Grantor and is subject to review and approval by Grantee and the Arizona Game and Fish Department, whose approvals shall not be unreasonably withheld. Nothing herein shall limit the right of Grantor to relocate the point of public ingress and egress as needed to support Grantor's own use and enjoyment of the Property or to otherwise protect the Property's Conservation Values.

C. Grantor has no responsibility to post signage related to access or hunting; however, Grantor may not remove reasonable signage posted by the Arizona Game and Fish Department related to the public's access and use of the Property.

D. Public access may not diminish or impair the Conservation Values of the Property. Access and use may be reasonably limited by Grantor or Grantee, as necessary, to protect the Conservation Values of the Property; however, limitations are subject to review and approval by the Arizona Game and Fish Department prior to implementation.

3. *Prohibited Acts.* Grantor promises not to perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below. However, unless otherwise specified, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, Act of God or other event caused by a third-party over which Grantor had no control. Grantor understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

4. *Construction of Buildings and Other Structures.* The construction of any building or other structure, except those existing on the date of this Deed or those approved by Grantee subsequent to the date hereof but prior to construction, is prohibited except in accordance with subparagraphs A through D below. Before undertaking any construction that requires advance permission, Grantor shall notify Grantee of such request.

A. *Fences.* Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock,

1. *Use of Property.* It is the intention of Grantor to preserve the ability of the Property to be agriculturally productive, including continuing ranching activities, to engage in future ranching activities, and to preserve the open space character, wildlife habitat, recreational value, and scenic qualities of the Property. The Property may not be used for industrial activities, but may be used for activities which are not otherwise prohibited by this Deed.

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Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: GMF

without any further permission of Grantee, provided they are installed in accordance with the ALE Plan and are consistent with grassland species management requirements. Grantor shall not be required to erect any new fences for any purpose, including, but not limited to, fencing out livestock from riparian areas or other designated habitats.

B. *Agricultural Structures and Improvements.* All existing agricultural buildings and agricultural structures may be repaired, reasonably enlarged and replaced at their current location without further permission of Grantee. New buildings and improvements to be used solely for agricultural purposes, including the processing or sale of farm or ranch products predominantly grown or raised on the Property, may be built within the building envelope described on **EXHIBIT B** attached to and made a part of this Deed (the "Building Envelope") which shall not exceed five (5) acres in size. The Building Envelope shall be subject to all terms and conditions of this conservation easement. Loafing sheds, corrals and other minor agricultural buildings and improvements may be constructed anywhere on the Property. Grantor will notify Grantee prior to construction within the Building Envelope, so Grantee can update its records. No construction of any other new agricultural buildings or improvements other than those covered by the preceding four sentences shall be constructed.

C. *Single-Family Residential Dwellings.* Not more than one new single-family residential dwelling, together with associated outbuildings such as barns, garages and sheds, may be built on the Property within the Building Envelope. The total construction footprint in the Building Envelope shall not exceed 8,000 square feet in area for all buildings combined, with no single building exceeding 5,000 square feet. No building shall exceed eighteen (18) feet in height unless prior consent is given by Grantee but in no event may the height of a single-family residence or any associated outbuilding exceed thirty-six (36) feet nor be taller than one story in height. An unpaved access road not to exceed 30 feet in width plus associated culverts and drainage features may be built for the purpose of accessing the Building Envelope; the access road is not included in the square footage allotment.

Grantee hereby approves the general location and boundary of one (1), five (5) acre Building Envelope as depicted in **EXHIBIT B**. Any modification to the Building Envelope as depicted in **EXHIBIT B** shall be subject to the prior approval of the Grantee. Furthermore, any access roads and utility easements outside of the Building Envelope shall be subject to the prior approval of Grantee; Grantee's approval may be withheld in its sole and absolute discretion if the proposed changes will impair the Conservation Values of the Property. No additional structures may be placed or constructed on the Property outside the Building Envelopes except as herein provided with respect to other permitted uses. Prior to any construction within the Building Envelope, the Building Envelope shall be surveyed and staked, and a legal description prepared and provided to Grantee at Grantor's sole cost and expense. Thereafter, at the request of Grantor and Grantee, the parties shall execute an appropriate recordable amendment to this Easement indicating the precise location of such Building Envelope. At the time that construction of such dwelling or dwellings is to commence, Grantee shall be notified.

D. *Repair and Replacement.* All buildings which are permitted to be constructed hereunder may be repaired, reasonably enlarged, and replaced at their permitted location without

without any further permission of Grantee, provided they are installed in accordance with the ALE Plan and are consistent with grassland species management requirements. Grantor shall not be required to erect any new fences for any purpose, including, but not limited to, fencing out livestock from riparian areas or other designated habitats.

B. *Agricultural Structures and Improvements.* All existing agricultural buildings and agricultural structures may be repaired, reasonably enlarged and replaced at their current location without further permission of Grantee. New buildings and improvements to be used solely for agricultural purposes, including the processing or sale of farm or ranch products predominantly grown or raised on the Property, may be built within the building envelope described on **EXHIBIT B** attached to and made a part of this Deed (the "Building Envelope") which shall not exceed five (5) acres in size. The Building Envelope shall be subject to all terms and conditions of this conservation easement. Loafing sheds, corrals and other minor agricultural buildings and improvements may be constructed anywhere on the Property. Grantor will notify Grantee prior to construction within the Building Envelope, so Grantee can update its records. No construction of any other new agricultural buildings or improvements other than those covered by the preceding four sentences shall be constructed.

C. *Single-Family Residential Dwellings.* Not more than one new single-family residential dwelling, together with associated outbuildings such as barns, garages and sheds, may be built on the Property within the Building Envelope. The total construction footprint in the Building Envelope shall not exceed 8,000 square feet in area for all buildings combined, with no single building exceeding 5,000 square feet. No building shall exceed eighteen (18) feet in height unless prior consent is given by Grantee but in no event may the height of a single-family residence or any associated outbuilding exceed thirty-six (36) feet nor be taller than one story in height. An unpaved access road not to exceed 30 feet in width plus associated culverts and drainage features may be built for the purpose of accessing the Building Envelope; the access road is not included in the square footage allotment.

Grantee hereby approves the general location and boundary of one (1), five (5) acre Building Envelope as depicted in **EXHIBIT B**. Any modification to the Building Envelope as depicted in **EXHIBIT B** shall be subject to the prior approval of the Grantee. Furthermore, any access roads and utility easements outside of the Building Envelope shall be subject to the prior approval of Grantee; Grantee's approval may be withheld in its sole and absolute discretion if the proposed changes will impair the Conservation Values of the Property. No additional structures may be placed or constructed on the Property outside the Building Envelopes except as herein provided with respect to other permitted uses. Prior to any construction within the Building Envelope, the Building Envelope shall be surveyed and staked, and a legal description prepared and provided to Grantee at Grantor's sole cost and expense. Thereafter, at the request of Grantor and Grantee, the parties shall execute an appropriate recordable amendment to this Easement indicating the precise location of such Building Envelope. At the time that construction of such dwelling or dwellings is to commence, Grantee shall be notified.

D. *Repair and Replacement.* All buildings which are permitted to be constructed hereunder may be repaired, reasonably enlarged, and replaced at their permitted location without

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

further permission from Grantee. At the time that construction is to commence, Grantee shall be notified so that its records may be updated.

5. *Subdivision.* The division or subdivision of the Property into two or more parcels, whether by physical or legal process, is prohibited.

6. *Development Rights.* Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise.

7. *Conservation Practices.* Grantor recognizes the importance of good resource management and stewardship to present and future generations. To this end, all agricultural uses of the Property shall be conducted using standard stewardship and management practices, which shall include compliance with governmental noxious weed control regulations.

8. *Timber Harvesting.* Trees may be cut to control insects and disease, to prevent personal injury and property damage, and for firewood and other domestic uses, including construction of permitted buildings and fences on the Property. Any commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester.

9. *Mining.* Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited.

10. *Grantor Extractions.* Notwithstanding the foregoing, soil, sand, gravel, and rock may be extracted from the Property provided that such extraction is solely for agricultural use on the Property, that not more than one quarter acre of the Protected Property is disturbed at any one time by such extraction, that the Grantor restores the extraction site to an approximate natural condition after the extraction has occurred, and that such extraction does not harm the conservation values or the agricultural uses of the Property.

11. *Paving and Road Construction.* No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purposes be constructed, except for any unpaved road necessary to provide access to the buildings currently located on or permitted to hereafter be constructed on the Property. Any such road permitted by this Paragraph shall be constructed in a manner that does not substantially diminish or impair the Conservation Values of the Property.

12. *Trash.* The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

further permission from Grantee. At the time that construction is to commence, Grantee shall be notified so that its records may be updated.

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13. *Recreational Uses.* Golf courses, airstrips, and helicopter pads are strictly prohibited on the Property. Other buildings and facilities for any other public or private recreational use may only be built on the Property in accordance with Paragraph 4, and then only in a manner that does not substantially diminish or impair the Conservation Values of the Property, except that use of the Property for more than "de minimis" commercial recreation activity is prohibited. The term "de minimis" shall have the meaning as set forth in § 2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

14. *Feed Lot.* The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. For purposes of this Easement, a "commercial feedlot" shall not include the establishment, use or maintenance of corrals, holding pens or pastures. Nothing in this Section 14 shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others, or from grazing Grantor's own livestock on the Property consistent with the provisions hereof.

15. *Water Rights.* Grantor shall retain and reserve the right to use the water rights described on **EXHIBIT C** (the "Water Rights") for use in present or future agricultural production on the Property, and shall not transfer, lease, sell, or otherwise separate the Water Rights from title to the Property itself; provided that Grantor may transfer, lease, sell, or otherwise separate from the Property such portion of the Water Rights which Grantor demonstrates to Grantee's reasonable satisfaction are not necessary for present or future agricultural production on the Property.

16. *Rights Retained by Grantor.* Subject to interpretation under Paragraph 22, as owners of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property to anyone they choose.

17. *Responsibilities of Grantor and Grantee Not Affected.* Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

A. *Taxes.* Grantor shall continue to be solely responsible for timely payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. *Upkeep and Maintenance.* Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

C. *Liability and Indemnification.* If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall

13. *Recreational Uses.* Golf courses, airstrips, and helicopter pads are strictly prohibited on the Property. Other buildings and facilities for any other public or private recreational use may only be built on the Property in accordance with Paragraph 4, and then only in a manner that does not substantially diminish or impair the Conservation Values of the Property, except that use of the Property for more than "de minimis" commercial recreation activity is prohibited. The term "de minimis" shall have the meaning as set forth in § 2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

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C. *Liability and Indemnification.* If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: PMT

indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a negligent or deliberate act that is determined by a court to be the sole cause of the injury or damage. In addition, Grantor warrants that Grantee is and will continue to be an additional insured on Grantor's liability insurance policy covering the Property. Grantor shall provide certificates of such insurance to Grantee on an annual basis.

18. *Enforcement.* Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. With reasonable advance notice to Grantor, Grantee or Grantee's agents may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee shall give Grantor written notice of the violation and sixty (60) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently, in addition to such other relief as the court deems appropriate. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time, and Grantor hereby waives any defense available to Grantor pursuant to C.R.S. § 38-41-119, or the defense of laches or estoppel.

19. *Transfer of Easement.* With the prior written consent of Grantor (which consent shall not be unreasonably withheld), Grantee shall have the right to transfer the easement created by this Deed to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under §170(h) of the United States Internal Revenue Code, and under Arizona Revised Statutes §§ 33-271, *et seq.*, and only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Deed. If Grantee desires to transfer this easement to a qualified organization having similar purposes as Grantee, but Grantor unreasonably refuses to approve the transfer or, if Grantee ever ceases to exist or no longer qualifies under §170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility provided that Grantor receives notice of and an opportunity to participate in the court proceeding.

20. *Transfer of the Property.* Any time the Property itself, or any interest in it, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least twenty (20) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Deed.

21. *Amendment of Easement.* This easement may be amended only with the written consent of Grantee and Grantor by an instrument duly executed and recorded in the real property records of Cochise County, Arizona. Any such amendment shall be consistent with the purposes of this Deed and shall comply with §170(h) of the United States Internal Revenue Code, or any regulations promulgated thereunder. Any such amendment shall also be consistent with Arizona Revised Statutes §§ 33-271, *et seq.*, or any regulations promulgated thereunder.

Tombstone Ranch Conservation Easement

Grantor Initials: RAB Grantee Initials: _____

indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a negligent or deliberate act that is determined by a court to be the sole cause of the injury or damage. In addition, Grantor warrants that Grantee is and will continue to be an additional insured on Grantor's liability insurance policy covering the Property. Grantor shall provide certificates of such insurance to Grantee on an annual basis.

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Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

22. *Termination of Easement.* If it is determined that conditions on or surrounding the Property change so much that it becomes impossible to fulfill its conservation purposes, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate the easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the easement may be terminated through condemnation proceedings. If the easement is terminated in whole or in part and all or part of the Property is sold or taken for public use, then, as required by Treasury Regulation §1.170A-14(g)(6), Grantee shall be entitled to 41.59 percent of the gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Deed. Grantee shall use the proceeds consistently with the conservation purposes of this Deed.

23. *Interpretation.* This Deed shall be interpreted under the laws of the State of Arizona, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes.

24. *Perpetual Duration.* The easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in this Deed or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

25. *Notices.* Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: TOMBSTONE RANCH, LLC
c/o Richard Boulais
4833 W. Country Gabel Drive
Glendale, Arizona 85306

To Grantee: ARIZONA LAND AND WATER TRUST, INC.
2810 N Alvernon, Suite 600
Tucson, Arizona 85712

26. *Grantor's Title Warranty.* Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

27. *Grantor's Environmental Warranty and Indemnity.* Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected

Tombstone Ranch Conservation Easement
Grantor Initials: RAB Grantee Initials: _____

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26. *Grantor's Title Warranty.* Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

27. *Grantor's Environmental Warranty and Indemnity.* Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: BMP

with any release of hazardous waste or violation of federal, state, or local environmental laws. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

28. *Subsequent Liens on the Property.* No provisions of this Deed of Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

29. *No Merger.* Unless the parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Deed.

30. *Acceptance.* As attested by the signature of its President affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Deed.

TO HAVE AND TO HOLD, this Deed unto Grantee, its successors and assigns, forever

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SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON NEXT PAGES

with any release of hazardous waste or violation of federal, state, or local environmental laws. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

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SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON NEXT PAGES***

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:
TOMBSTONE RANCH, LLC,
an Arizona limited liability company

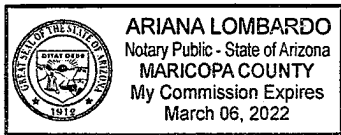
By *Richard A. Boulais*
Richard Boulais, Its: Manager

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of August, 2020, by RICHARD BOULAIS, the Manager of TOMBSTONE RANCH LLC as Grantor.

WITNESS my hand and official seal.

My commission expires: March 06, 2022



Ariana Lombardo
Notary Public

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:
TOMBSTONE RANCH, LLC,
an Arizona limited liability company

By _____
Richard Boulais, Its: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by RICHARD BOULAIS, the Manager of TOMBSTONE RANCH LLC as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED:
ARIZONA LAND AND WATER TRUST, INC.,
an Arizona nonprofit corporation

By _____
Elizabeth Petterson
Executive Director

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by ELIZABETH PETTERSON, EXECUTIVE DIRECTOR of ARIZONA LAND AND WATER TRUST, INC., an Arizona nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED:

ARIZONA LAND AND WATER TRUST, INC.,
an Arizona nonprofit corporation

By Elizabeth Petterson
Elizabeth Petterson
Executive Director

STATE OF ARIZONA)
) ss.
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 21 day of August, 2020, by ELIZABETH PETTERSON, EXECUTIVE DIRECTOR of ARIZONA LAND AND WATER TRUST, INC., an Arizona nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: 11/01/2022

[Signature]
Notary Public



EXHIBIT A
Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A Conservation Easement over the following described property:

Lots 228 through 266 and Lots 270 through 290, TOMBSTONE HERITAGE RANCH III, according to Book 27 of Surveys, pages 10, 10A, 10B, and 10C, records of Cochise County, Arizona;

EXCEPT as to that portion lying within Lot 4 of Section 19, Township 20 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, all gas, oil, metals and minerals as reserved in Patent to the State of Arizona; and

EXCEPT, as to the Southeast quarter of the Southeast quarter of Section 4, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona and the North half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 9, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, one half interest into all oil, gas and other minerals as reserved in Deed recorded in Book 140, Deeds of Real Estate, page 582, records of Cochise County, Arizona.

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A Conservation Easement over the following described property:

Lots 228 through 266 and Lots 270 through 290, TOMBSTONE HERITAGE RANCH III, according to Book 27 of Surveys, pages 10, 10A, 10B, and 10C, records of Cochise County, Arizona;

EXCEPT as to that portion lying within Lot 4 of Section 19, Township 20 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, all gas, oil, metals and minerals as reserved in Patent to the State of Arizona; and

EXCEPT, as to the Southeast quarter of the Southeast quarter of Section 4, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona and the North half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 9, Township 21 South, Range 26 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, one half interest into all oil, gas and other minerals as reserved in Deed recorded in Book 140, Deeds of Real Estate, page 582, records of Cochise County, Arizona.

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: BMT

EXHIBIT B
Building Envelope

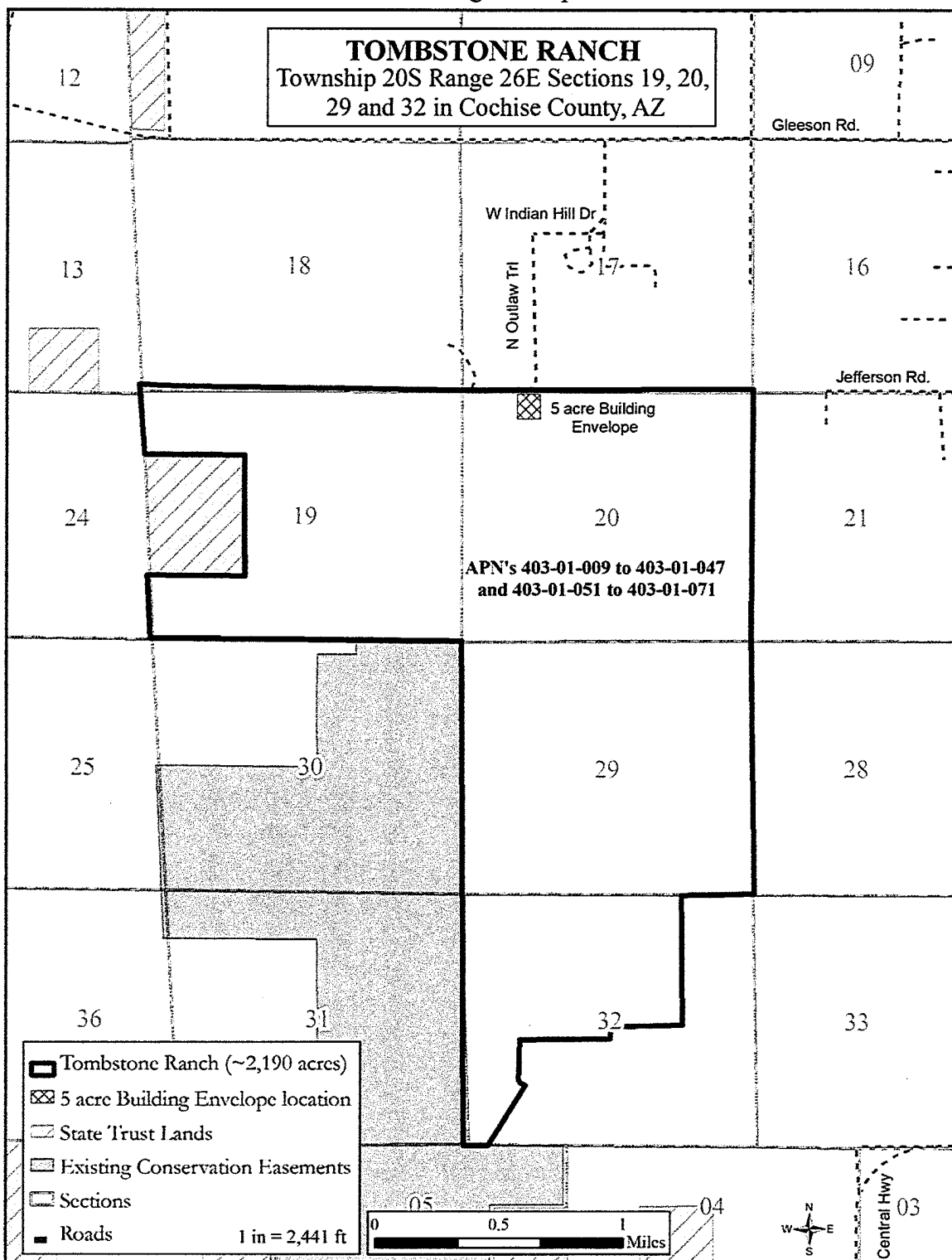
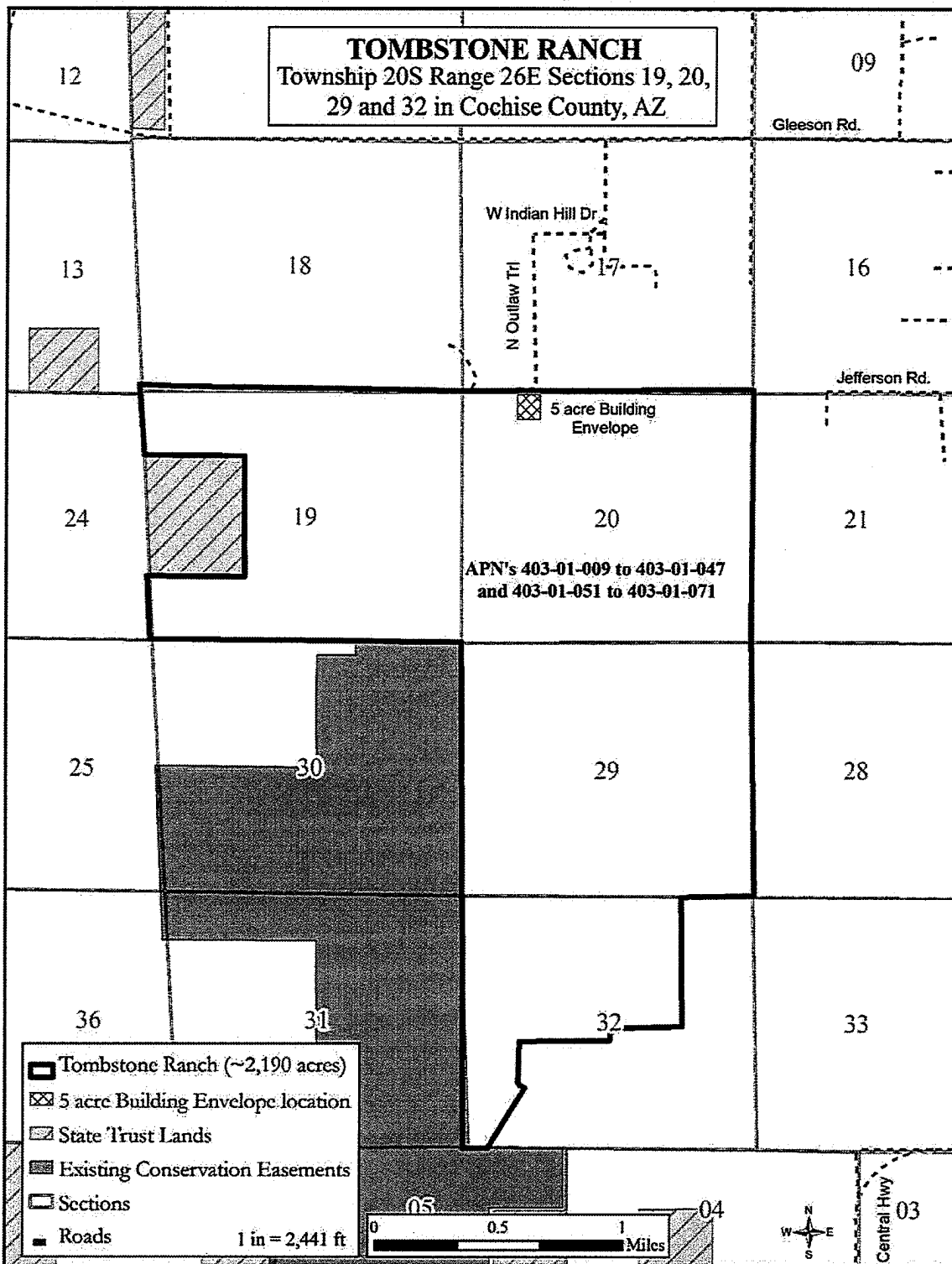


EXHIBIT B
Building Envelope



Tombstone Ranch Conservation Easement
 Grantor Initials: _____ Grantee Initials: *QMP*

EXHIBIT C
Retained Water Rights

Registered Wells

No. 55-619121	File DC20-26	06-10-1982	Domestic, Stockwater
---------------	--------------	------------	----------------------

Surface Water – Statements of Claim of Right

Water Right No.	POD	POU	Use

Grantor makes no warranty, express or implied, of any kind or nature with respect to any water or water right listed herein. By the inclusion of this Exhibit, Grantor does not intend to modify, transfer, disclaim, abandon, or forfeit any water or water right.

EXHIBIT C
Retained Water Rights

Registered Wells

No. 55-619121	File DC20-26	06-10-1982	Domestic, Stockwater
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Surface Water – Statements of Claim of Right

Water Right No.	POD	POU	Use

Grantor makes no warranty, express or implied, of any kind or nature with respect to any water or water right listed herein. By the inclusion of this Exhibit, Grantor does not intend to modify, transfer, disclaim, abandon, or forfeit any water or water right.

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMF

EXHIBIT D
Acknowledgement of Baseline Documentation

Grantor and Grantee acknowledge that each has read the "Tombstone Ranch Conservation Easement Documentation Report." Dated July 9, 2020 and the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

GRANTOR:
Tombstone Ranch, LLC
An Arizona limited liability company

By: Richard A. Foulais
Richard Boulais
Its: Manager
Date: August 21, 2020

GRANTEE:
Arizona Land and Water Trust, Inc.,
An Arizona nonprofit corporation

By: _____
Elizabeth Petterson
Its: Executive Director
Date: _____

EXHIBIT D

Acknowledgement of Baseline Documentation

Grantor and Grantee acknowledge that each has read the "Tombstone Ranch Conservation Easement Documentation Report." Dated _____, 2020 and the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

GRANTOR:

Tombstone Ranch, LLC
An Arizona limited liability company

By: _____
Richard Boulais
Its: Manager
Date: _____

GRANTEE:

Arizona Land and Water Trust, Inc.,
An Arizona nonprofit corporation

By: Elizabeth Petterson
Elizabeth Petterson
Its: Executive Director
Date: 8/21/20

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

EXHIBIT E

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit A, hereafter referred to as "the Protected Property", for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of Protected Property.

The **TOMBSTONE RANCH LLC** (collectively Grantor), the **ARIZONA LAND AND WATER TRUST** (collectively Grantee), and the **United States of America** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is appended to this easement deed.

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between the ALE and this Exhibit. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control; provided however, if other sections of the ALE have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive to the rights of the Grantor than Section I Paragraph 4 and 5 and Section II then Section I Paragraph 4 and 5 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

Tombstone Ranch Conservation Easement

Grantor Initials: RAB Grantee Initials: _____

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

EXHIBIT E

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit A, hereafter referred to as “the Protected Property”, for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of Protected Property.

The **TOMBSTONE RANCH LLC** (collectively Grantor), the **ARIZONA LAND AND WATER TRUST** (collectively Grantee), and the **United States of America** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is appended to this easement deed.

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The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

- 1. Agricultural Land Easement Plan.** As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: GMP

Exhibit E
USDA NRCS Minimum Deed Terms

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The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Limitation on Impervious Surfaces. Impervious surfaces will not exceed 2% of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

3. Limitations on Nonagricultural Uses. Any activities inconsistent with the purposes of the ALE are prohibited. The provisions of this ALE limit the types of agricultural operations that can occur on the Protected Property to those that restore or conserve grassland, and protect grazing uses, and related conservation values. The following activities are inconsistent with the purposes of ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited: *except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property.* Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the Protected Property.

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) agricultural production and related uses conducted as described in the ALE Plan;
- (ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Easement;
- (iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;
- (iv) commercial enterprises related to agriculture or forestry including but not limited to: *agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.*
- (v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

Tombstone Ranch Conservation Easement
Grantor Initials: RAB Grantee Initials: _____

Exhibit E
USDA NRCS Minimum Deed Terms

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The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

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(A) *Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited: *except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property.* Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the Protected Property.

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) agricultural production and related uses conducted as described in the ALE Plan;

(ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Easement;

(iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;

(iv) commercial enterprises related to agriculture or forestry including but not limited to: *agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.*

(v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

(C) *Construction on the Protected Property* – All new structures and improvements must be located within the one (1) Building Envelope, containing approximately five (5) acres and described in **EXHIBIT B**, which is appended to and made a part of the ALE.

The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the grassland, grazing uses, and related conservation values of the Protected Property.

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph (4)(C)** that neither individually nor collectively have an adverse impact on the grassland, grazing uses and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural structures are consistent with the ALE Plan described Section I, Paragraph 1.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed only in accordance with the ALE Plan and consistent with grassland species management requirements.

(D) *Granting of easements for utilities and roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact *the protection of the grazing uses, grassland conservation value*, and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction in accordance with an ALE plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
- (ii) erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement; or
- (iv) *Grazing uses or grassland restoration and conservation activities* conducted in accordance with the ALE Plan.

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

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- (ii) erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement; or
- (iv) *Grazing uses or grassland restoration and conservation activities* conducted in accordance with the ALE Plan.

Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: BMP

Exhibit E
USDA NRCS Minimum Deed Terms

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(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

Limited mining activities for materials (e.g., soil, sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localizes, and small within a defined area and acreage approved prior to extraction by Grantee, not to exceed one quarter acre and does not harm the Purpose of the ALE.

(G) *Crop Cultivation*. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited.

4. Preserving Agricultural Uses. No uses will be allowed that decrease the ALE's protection for *the grazing uses and related conservation values or adversely impact the restoration or conservation of the grassland, and related conservation values* of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section I, Paragraph (3)(B) (i)-(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of *livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values* is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

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Tombstone Ranch Conservation Easement
Grantor Initials: _____ Grantee Initials: EMP

Exhibit E
USDA NRCS Minimum Deed Terms

V 4-29-2016

built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

(D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified in the ALE Plan. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth within the ALE Plan for the Protected Property that has been approved by Grantor, Grantee, and NRCS.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any

Tombstone Ranch Conservation Easement

Grantor Initials: RAB Grantee Initials: _____

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built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

(D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified in the ALE Plan. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth within the ALE Plan for the Protected Property that has been approved by Grantor, Grantee, and NRCS.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any

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Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

3. Environmental Warranty. Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other

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element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is 41.59 percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, 17.02 percent of the Proportionate Share; and (b) to the United States 75 percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void

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