

Appendix I
Owen Sowerwine Land Use License

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES & CONSERVATION
LAND USE LICENSE - OTHER
LICENSE # 3053246

The STATE OF MONTANA, acting through the Department of Natural Resources and Conservation, hereinafter referred to as Licensor, hereby grants a LAND USE LICENSE to occupy and use lands administered by the Department of Natural Resources and Conservation, subject to all of the terms and conditions hereof, and under and pursuant to the terms and provisions of 77-1-204 MCA, as amended.

1. LICENSEE

Montana Audubon, P.O. Box 595, Helena, MT 59624.

2. DESCRIPTION

A tract or strip of land described as follows: NE4; E2NW4; W2SE4; S6SW4; N2NW4NE4SW4; E2NE4SW4; S2S2SW4NE4SW4 and Lots 1 and 2, Section 16, T28N, R21W.

3. DURATION

This license shall take effect upon signature of the Licensor and remain in full force and effect up to and including February 28, 2010 unless amended on account of sale or exchange of the land or for other good and sufficient reason prior to such date.

4. RENTAL

Beginning upon acceptance of this license, and for the term of this license, the Licensee agrees to pay the Licensor an annual rental of \$642.00.

Payment must be made one year in advance, on or before March 1st of each year. The license fee will increase 2% annually throughout the term of the license.

5. LICENSED ACTIVITY

The purpose of this Land Use License is for Special Recreational Use activities including research and educational group use upon the land herein described as the Owen Sowerwine Natural Area. Furthermore, the Licensor agrees not to authorize activities inconsistent with the Master Plan for the Owen Sowerwine Natural Area for the term of this license agreement.

6. RESERVATIONS

The state reserves all rights and interests to the land under this license other than those specifically granted by this license. However, the Licensor agrees to refrain from conducting any activities inconsistent with the Master Plan for the term of this license.

7. RIGHT TO ENTRY

Representatives of the State Historical Society of the State of Montana shall at all reasonable times, upon written notification to the Department of Natural Resources and Conservation prior to entry, have the right to enter into and upon the premises for the purpose of carrying out the duties assigned the Historical Society by the State Antiquities Act, 22-3-4 MCA.

8. UNLAWFUL USE

If any part of the lands or premises under this license are used or allowed or permitted to be used by licensee for any purpose contrary to the laws of this State or the United States, such unlawful use shall at the election of the Licensor, constitute sufficient reason for the cancellation of the license.

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1. LICENSEE

Montana Audubon, P.O. Box 595, Helena, MT 59624.

2. DESCRIPTION

A tract or strip of land described as follows: NE4; E2NW4; W2SE4; SE4SW4; N2NW4NE4SW4; E2NE4SW4; S2SE4SW4NE4SW4 and Lots 1 and 2, Section 16, T26N, R21W.

3. DURATION

This license shall take effect upon signature of the Licensor and remain in full force and effect up to and including February 28, 2010 unless extended on account of sale or exchange of the land or for other good and sufficient reason prior to such date.

4. RENTAL

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8. UNLAWFUL USE

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revoke the permission forthwith at any time, if Licensee fails to comply with, or abide by, each and all of the provisions hereof, or ceases to use the permission hereby granted. The Licensee agrees to peacefully yield possession of these premises upon termination of this license or for any cause. Consistent with the Licensee's obligations specified in #17 Reclamation Of The Land, the Licensee may terminate this license upon ten days written notice to the Licensor.

17. RECLAMATION OF THE LAND

The Licensee will take all reasonable precautions to prevent or minimize damage by Licensee to natural (i.e., vegetation, soil, water, wildlife) and cultural resources as well as manmade improvements within the lands specified in this agreement. Upon termination of this license by either party to this agreement, or upon final expiration of agreement, the Licensee shall reclaim the area damaged by the Licensee to the specifications of the Licensor. Reclamation must be consistent with the Master Plan.

18. REMOVAL OF TIMBER

The Licensee shall not cut, remove, use or destroy any timber or standing trees upon the land under this license and shall not allow or permit any other person to cut, use, remove or destroy any such timber or standing trees, unless such person is authorized in writing by the Licensor to do so. The Master Plan identifies the range of permissible timber removal consistent with the purpose of this license.

19. WEATHER CONDITIONS

The Licensor reserves the right to restrict or preclude any surface activity during periods of adverse weather and other conditions which may attribute to accelerated erosion, fire hazard, disruption of seasonal wildlife, or any other condition which in the opinion of the Licensor may have an adverse effect on State Land.

20. NOXIOUS WEEDS

The Licensee shall be responsible for controlling any noxious weed introduced by Licensee's activity on state owned land. The Licensor's methods of control must be reviewed by the Department of Natural Resources and Conservation's area field office that has jurisdiction for the locale. The Licensee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2103 et seq, as follows: The Licensor shall notify the local weed board that is responsible for that geographical area in which the project is located. If the Licensee disturbs vegetation for any reason, Licensee shall be required to revegetate the disturbed area. The Licensee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding, fertilization, recommended plant species, use of weed free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Failure to abide by these provisions may result in the cancellation of the license.

21. ASSIGNMENT OF LICENSE

If all rentals due have been paid and the terms of the license have not been violated, the license may be assigned on blanks provided for that purpose by the Director, but no assignment shall be binding on the Licensor unless the assignment is filed with the Director, approved by him, and the appropriate assignment fee submitted for such an assignment. Until an assignment becomes effective, the Licensor will consider the Licensee listed above to be the Licensee for all purposes. There may be no consideration given for the assignment other than the value of improvements, if any.

22. SPECIAL STIPULATIONS

The Licensee and Licensors will comply with the Owen Sowerwine Natural Area Master Plan, the terms of which are specifically made a part of the terms of this license. The Department of Natural Resources & Conservation will review the Master Plan with Montana Audubon and will adopt a revised plan by December 31, 2001. Failure to complete revision of the Master Plan by December 31, 2001 terminates this license.

- A. The Licensee agrees to not lease or license any other activity on the subject lands without the written consent of the Licensee.
- B. The right to conduct educational and research activities that do not require vegetative or hydrologic manipulation is granted. This right includes but is not limited to biological monitoring and research, natural / cultural history workshops and field trips, school field trips, and other interpretive activities conducted by the Licensee.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS STATE LAND USE LICENSE THIS
24 DAY OF April 20 01.

LICENSOR

ARTHUR R. CLINCH, Director
Department of Natural Resources & Conservation

By:

Jon A. Dahlberg, Area Manager
Northwestern Land Office

LICENSEE

Raymond W. Johnson
Montana Audubon