



January 31, 1985

MEMORANDUM

TO: David L. Mc Kinney, Financial Vice President
Ernest D. Ables, Dean, College of Forestry

RE: Taylor Ranch Scenic Easement Deed

Upon reviewing the latest revision of the subject agreement the following comments are provided.

1. I have made some pencil notations on the attached.
2. My main concern is that the agreement identifies by name certain departments and divisions of the university. This easement is a perpetual agreement and in future years the makeup of departments, divisions, etc., could change a great deal. I believe it is more appropriate to use the University of Idaho in a perpetual agreement. The determination of what department's function is responsible for the administration and use of the land area is an internal decision which could be subject to change and should not be a concern of the U. S. Forest Service.

Don A. Amos
Business Manager

DAA/ta
Attachment

Don A.

I think we've all
agreed that this isn't
a good idea after all.
Forest Service wants too
much control.
DA

SCENIC EASEMENT DEED

12/27/84

THIS EASEMENT, dated this _____ day of _____, 19____, by and between BOARD OF REGENTS, UNIVERSITY OF IDAHO, ~~COLLEGE OF FORESTRY, WILDLIFE and RANGE SCIENCES~~, of Moscow, Idaho 83843, hereinafter called the Grantors, and the UNITED STATES OF AMERICA, whose address is Washington, D.C. 20013, hereinafter called the Grantee;

WHEREAS, Public Law 91-312 PROVIDED FOR THIS ESTABLISHMENT OF THE Central Idaho Wilderness Act of July 23, 1983, and designated portions of the River of No Return Wilderness area in Idaho as a component of the Central Idaho Wilderness System to be administered by the Secretary of Agriculture as part of the National Forest Systems, and

WHEREAS, the Grantors are the owners of the Taylor Ranch in the established boundaries of the River of No Return Wilderness System, located in Valley County, State of Idaho, said land being appurtenant to other lands of the Grantee and affecting the public benefits provided by the Federal land, and

~~WHEREAS, the Taylor Ranch is a field station of the Wilderness Research Center whose mission is to encourage research and educational programs which lead to a better understanding of the structure and function of natural ecosystems, man's relationship to them, and their perpetual protection in the wilderness context.~~ The Taylor Ranch will be operated specifically as a field station ^{of the University of Idaho} to facilitate interdisciplinary research and education activities. Furthermore, it is the goal of the Taylor Ranch to carry out its research and education projects in such a manner as to be compatible with the intents and purposes of the Wilderness Act of 1964 (PL 88-577).

WHEREAS, the Grantee, by the United States Department of Agriculture through the Forest Service, or its assigns, desires to administer such land pursuant to the River of No Return Wilderness Act and the general statutory authorities relating to the National Forest System and to provide for and protect the natural, scenic, recreational and other values for which wilderness was designated, and to prevent any developments that will tend to mar or detract from these values, and to that end exercise such reasonable controls over the land within the areas described herein as may be necessary to accomplish such objectives.

NOW THEREFORE, the Grantors for and in consideration of the sum of _____ (\$ _____) the receipt of which is hereby acknowledged, and in further consideration of the covenants herein contained, do hereby grant and convey unto the Grantee and its assigns a perpetual estate and easement in the following described lands:

H.E. Survey No. 809 in unsurveyed T. 20 N., R. 13 E.,
Boise Meridian, Idaho, containing 64.84 acres, more or less.

The acquiring agency is the Forest Service, United States Department of Agriculture.

Grantors and Grantee do hereby covenant and agree for themselves, their heirs and assigns, that they shall use and restrict the use of the easement area hereinafter referred to as Taylor Ranch, it being mutually agreed that such use, or restriction thereof, shall run with the land, and be to the benefit of the entire River of No Return Wilderness area by fostering and enhancing the mutual goals of the ~~Wilderness Research Center~~ ^{University of Idaho} and the preservation of wilderness and other natural qualities of the Central Idaho Wilderness Act in accordance with Public Law.

I. USE BY GRANTEE

The Grantee, its authorized representatives and/or heirs and assigns, is hereby granted the right to go upon the land described in this easement, for the following purpose:

- A. To administer this easement, including inspecting for violations and the establishment and maintenance of corners delineating the easement area. The Grantee shall notify the ~~director of the Wilderness Research Center~~ ^{University of Idaho} or any owner or heirs and assigns of Taylor Ranch of the impending inspection and the Grantor will accompany the Grantee on the inspection.
- B. The Taylor landing field shall be used only for ~~Wilderness Research Center~~ ^{University of Idaho}-related use and shall remain closed to public use. The Grantee may use the landing strip for emergency purposes associated with public safety. In accord with FS policy, aircraft landings are prohibited except as necessary to meet minimum requirements for the administration of the area for the purposes of the Wilderness Act. The landowner shall be consulted prior to each use.
- C. Should the Grantors decide to sell or dispose of the property, the Grantee shall have the first right of refusal.
- D. No motorized transport vehicles are to be used in the easements area; motorbikes, snowmobiles, tractors, jeeps, 3-wheelers, etc. Except as noted, activities conducted by the Grantee under the above section shall be at no expense to the Grantors. Nothing herein shall be construed as creating any duty on the part of the Grantee to undertake any of the acts described above.

II. USE BY GRANTORS:

In return for the stated consideration, the Grantors assume the following covenants and restrictions. These covenants and restrictions are imposed upon the occupancy and use of Taylor Ranch by the Grantors, all heirs and assigns, except that none of these covenants and restrictions shall be deemed or construed as controlling or eliminating any regular use of the land exercised prior to the acquisition of this easement unless such use is acquired by the Grantee.

old

Where specific activities and uses are predicated upon approval or permission by the Secretary of Agriculture or his duly authorized representative, such approval or permission may only be withheld or conditioned by requirements necessary to preserve the natural values of the area. Such requirements shall have the same force and effect as if stated in this instrument.

- A. The easement area shall not be further subdivided, sold, leased or otherwise conveyed as smaller tracts.
- B. The Grantors, all heirs and assigns, retain the right to develop and administer the easement area for research and education associated with the University of Idaho, Wilderness Research Center.
- C. The Grantors, all heirs and assigns, retain the right to use the easement area for livestock grazing associated with research and education activities. Winter use from November 30 through March 31 shall be limited to 10 head of stock.
- D. The Grantor will preserve the natural landscape by maintaining the present balance of open and timbered areas. Land will not be cleared within 200 feet of Big Creek. Written consent is required prior to any land clearing except that no permission is needed to remove brush and trees from existing field, open pastures, and air strip in accordance with good farm practices.
- E. The lands within the easement area shall not be used for any commercial activities, including the sale and rental of pasturage or the production of crops or hay for resale.
- F. There is specifically retained by the Grantors, all heirs and assigns, the right to perform ordinary maintenance on all 14 existing structures, together with the right to replace, rebuild, or substitute any structure now existing, and to erect a pole shed for hay storage at present site and one additional building not to exceed 16' x 30' x 25' in height, *any additional structures to be built will require the approval of the Grantors.*
- G. Adequate provisions for disposal of waste and sewage from buildings shall be made to fully comply with applicable State regulations for sanitation and water pollution control. In no case shall untreated waste or sewage be discharged into any water or waterway.
- H. Rebuilt or replaced structures shall not be placed within 200 feet of the Big Creek stream bank, except as authorized in writing by the Secretary of Agriculture or his duly authorized representative, except for the above-mentioned hay storage shed.
- I. The location and architectural design of rebuilt or replaced structures and facilities shall be harmonious with the landscape and general surroundings. All new roofs, exterior siding, plumbing vent pipes, chimneys, drain gutters, downspouts and other exterior material and fixtures, except windows, shall be constructed of

nonreflective material and painted or maintained with earth-tone colors found in the surrounding environment. Use of the native materials such as wood and stone will be favored.

- J. Except as expressly provided herein, no portable structures or any other low quality, unattractive structures will be constructed or moved into the easement area.
- K. No dumping of trash, garbage, sewage, or any similar unsightly or offensive material is permitted within the easement area. Refuse which is nonburnable will be packed out.
- L. To install a small, experimental low head hydroelectric generator on Pioneer Creek. Existing diversions for water intake will be used; generator will be painted earth tones or otherwise naturalized in appearance, only buried power cable will be used, and no exterior lights will be allowed.
2. M. Archeological or paleontological explorations may be conducted only by the Grantee or as authorized by a permit from the Secretary of Agriculture or his duly authorized representative. All specimens or materials of archeological or paleontological interest shall be the property of the United States.
- N. No permanent changes in the general topography of the landscape or land surface including the streambed shall be permitted except for those caused by the forces of nature. The Grantors may drill wells or lay, operate, maintain, repair, or remove water and sewer pipelines, conduits, or drains below the surface of the easement area insofar as such activities do not permanently impair or ruin the natural beauty of said easement area and provided that the disturbed area is restored to its former natural condition.
- O. The Grantors may erect and maintain appropriate signs as necessary to indicate that portion of the easement area which is not open to public entry. All signs restricting public entry shall not exceed 8½ inches by 11 inches in size, shall be of earth-tone colors and shall be placed so they are not readily noticeable from Big Creek or the arterial trails. This in no way limits interpretive or educational displays associated with the research and education purposes of the Wilderness Research Center.
- P. No oil, gas or mineral exploration, extraction or other related activity will be permitted on or above the easement area.
- ✓ Q. No motorized transport vehicles are to be used in the easement areas, including motorbikes, snowmobiles, tractors, jeeps, or 3-wheelers. No motorized equipment is to be used for airfield maintenance or hayfield production.

Can this be done?

With respect to the provisions in this easement which require approval in signing by the Secretary of Agriculture or his duly authorized representative, the Grantor may assume approval if the Grantee fails to respond to the requests within 30 calendar days.

III. PUBLIC ENTRY

The granting of this easement is not intended to permit or in any way give the public the right to enter upon said land for any purposes.

The Granttor hereby grants the public the right to use the riverbank for fishing and traversing the river. The public shall be excluded from entry for any other purpose. The public use area is generally meant to be a 10-foot-wide strip of land running parallel to and inland from the existing water level.

TO HAVE AND TO HOLD the herein-described scenic easement and rights unto the Grantee and its assigns forever. The said Grantors hereby covenant that they, all heirs, executors, administrators, and assigns, shall warrant and forever defend unto the Grantee and its assigns, the quiet and peaceable use and enjoyment of the herein granted easement against the lawful claims and demands of all persons whomsoever. This grant shall be binding upon the Grantors, all heirs, administrators, executors, and assigns, and shall run with and constitute a servitude upon the above-described land.

IN WITNESS WHEREOF, the Grantors do hereunto set their hands on the day and year first above written.

ACKNOWLEDGMENT

STATE OF)
)
County of)

On this _____ day of _____, 19____, before me , the undersigned, a Notary Public in and for the State of _____, personally appeared _____ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

(SEAL)

Notary Public for the State of _____
Residing at _____
My commission Expires _____