

2/23/86

CONSERVATION EASEMENT DEED

THIS EASEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between BOARD OF REGENTS, UNIVERSITY OF IDAHO of Moscow, Idaho 83843, hereinafter called the Grantor, and the UNITED STATES OF AMERICA, hereinafter called Grantee;

WHEREAS, the Wilderness Act of 1964 (P. L. 88-577; 78 Stat. 890) provides for the establishment of the National Wilderness Preservation System, and

WHEREAS, the Central Idaho Wilderness Act (P. L. 96-312; 94 Stat. 948) provides for the establishment of the Central Idaho Wilderness and designated the Frank Church--River of No Return Wilderness in Idaho as a component of the National Wilderness Preservation System to be administered by the Secretary of Agriculture as part of the National Forest System, and

WHEREAS, the Federal Land Policy and Management Act of 1976 (P. L. 94-579; 90 Stat. 2743), as amended, provides at section 206 for the exchange of National Forest System land for non-Federal land or interest in land, and

WHEREAS, the Grantor is the owner of certain land within the boundaries of the Frank Church--River of No Return Wilderness known as the Taylor Ranch, located in Valley County, State of Idaho, said land being appurtenant to other lands of the Grantee and affecting the public benefits provided by this Federal land, and

WHEREAS, the Taylor Ranch is a field station of the University of Idaho, 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 to facilitate interdisciplinary research and education activities. Furthermore, it is the goal of the University of Idaho, Wilderness Research Center, 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 (P.L. 88-577), and

WHEREAS, the Grantee, by the Secretary of Agriculture through the Forest Service, or its successors, has determined it to be in the public interest to administer such non-Federal land pursuant to the Central Idaho Wilderness Act and the general statutory authorities relating to the National Forests and to provide for and protect the lands and waters and the wilderness-dependent wildlife and the resident and anadromous fish and other values, and to prevent any developments or activities 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 Grantor for and in consideration of the exchange therefore of National Forest System land, the receipt of which is hereby acknowledged, and in further consideration of the covenants in this deed, do hereby grant and convey with General Warranty of Title unto the Grantee and its assigns the subsurface rights and a perpetual estate and easement in the following described land (hereinafter referred to as the "land"):

H.E. Survey No. 809 in unsurveyed T. 20 N., R. 13 E., Sections 2 and 3, Boise Meridian, Idaho, containing 64.84 acres, more or less, recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_, Valley County, Idaho.

What does this mean

11/4/86

The acquiring agency is the Forest Service, United States Department of Agriculture. The Secretary of Agriculture is the official empowered to act on behalf of the United States, and the Secretary's authorities herein may be exercised by a duly authorized representative.

Grantor and Grantee do hereby covenant and agree for themselves, their heirs, successors, or assigns, that they shall use and restrict the use of the land as set forth hereinafter, it being mutually agreed that such use, or restriction thereof, shall run with the land, and be to the benefit of the entire Frank Church--River of No Return Wilderness and other Federally-owned lands by fostering and enhancing the mutual goals of the Grantor and Grantee of preserving the wilderness and other natural qualities of the area. As used herein, the term "landowner" refers to the Grantor or its successor or assigns.

*Why is this written in?*

I. USE BY GRANTEE

The Grantee, its authorized representatives and/or assigns, is hereby granted the right to go upon the land for the following purposes:

A. To inspect for violations and to administer this easement, including the establishment and maintenance of corners delineating the easement area. It is the intent of the Grantee, whenever reasonable and feasible, to notify the landowner of the impending inspection and to offer the landowner an opportunity to accompany the Grantee on the inspection.

*omit*

B. At the expense of the landowner, remove or eliminate any accumulated junk or debris which is placed on the land after the date of this easement.

C. To mark, cut, and remove all dead, dying, diseased, or insect-infested trees and shrubs; which, in the judgment of the Grantee, may detract or threaten the wilderness character of the land. The landowner shall be consulted prior to initiation of such operations.

*examples? septic?*

D. To perform such other scenic, esthetic, historical, fish and wildlife, sanitation, restoration, or other work as, in the opinion of the authorized representative of the Grantee, may be deemed necessary or desirable to protect and promote the natural or wilderness qualities of the area. The landowner shall be consulted prior to initiation of such projects.

*Free use of airstrip By FS. good*

E. To use the Taylor landing strip for emergency purposes associated with public safety. 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.

F. To post regulatory notices on selected portions of the land for the purposes of promoting the provisions of this easement and the intent and purposes of the Central Idaho Wilderness Act. The Grantee may utilize its statutory and regulatory authorities regarding public occupancy or use of the land so as to protect public resources and promote public

health and safety. Subject to the rights of the Grantee under Federal law and this easement, nothing in this clause is intended to abrogate the landowner's property rights under State law.

G. No motorized vehicles are to be used on the land, including, but not limited to, motorbikes, snowmobiles, tractors, jeeps, and 3-wheelers.

Except as noted, activities conducted by the Grantee under the above section shall be at no expense to the landowner. 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 GRANTOR

Subject to the regular uses made of the land prior to the date of this easement, which uses are (shown) (listed) on Exhibit I which is attached and made a part hereof, the following covenants and restrictions are imposed upon the occupancy and use of the land by the landowner. Except as may be specifically provided by this easement, the costs of conformance with the terms of this easement shall be borne by the landowner.

Where specific activities and uses are predicated upon approval or permission by the Secretary of Agriculture, such approval or permission may 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.

*what requirements*

A. The land shall not be subdivided, sold, leased, or otherwise conveyed as smaller tracts.

B. The right is reserved to use the land for research and education associated with (applicable) University of Idaho, Wilderness Research Center activities.

*what's the alternative?*

C. The right is reserved to use the land for livestock grazing associated with research and education activities. Winter use from November 30 through March 31 shall be limited to ~~seven (7)~~ <sup>10</sup> head of stock.

*Δ to 10 head*

D. Spraying of herbicides, insecticides, or other pesticides within 200 feet of any open water is prohibited without the written consent of the Secretary of Agriculture.

*OK  
Spray orchard?*

E. Land clearing is only permitted in order to maintain the present balance of open and timbered areas. Land clearing within 200 feet of Big Creek is prohibited. Written consent of the Secretary of Agriculture is required prior to any land clearing activities, except that no permission is needed to remove brush and trees from existing field, open pastures, and air strip in accordance with good farming practices.

*OK  
deciduous new growth needs to be cut back for airstrip*

F. The land shall not be used for any commercial or industrial activities, including, but not limited to, the sale and rental of pasturage, the production of crops, or hay for resale.

*what about FS use of stock??*

G. The right is reserved to perform ordinary maintenance on all fifteen (15) existing structures, together with the right to replace, rebuild,

*Shower house - build now?*

*Does this include outhouses? = 16 w Taylor Woodshed.*

bunkhouse

or substitute any structure now existing with similar structures in substantially the same location or general vicinity and of substantially the same size and character. Rebuilt or replaced structures shall not exceed a height greater than 30 feet measured from the natural grade to the highest point of the structure measured on the stream side. Rebuilt or replaced structures shall not be placed within 200 feet of Big Creek except as may be authorized by the Secretary of Agriculture.

this will cost some money  
Does this mean old systems must be changed?

H. Disposal of waste and sewage shall be made in compliance with Federal, State, and local regulations for sanitation and water pollution control. All new water and sewage disposal facilities shall be approved in writing by the Secretary of Agriculture. Untreated waste or sewage shall not be discharged into any water or waterway.

I. All new exterior materials and fixtures including, but not limited to, roofs, exterior siding, plumbing vent pipes, chimneys, drain gutters, and downspouts, except windows, shall be constructed of nonreflective material and painted or maintained with earth-tone colors found in the surrounding environment. Native materials such as wood and stone shall be used wherever possible and practicable.

FS give us permit for?!

J. The location and architectural design of rebuilt or replaced structures and facilities shall be harmonious with the landscape and general surroundings. Architectural and site plans including landscaping plans must be approved in writing by the Secretary of Agriculture prior to construction, erection, or placement of rebuilt or replaced structures.

any time limit?

interior remodeled or just additions?

K. No portable, temporary, low quality, or unattractive structures, as determined by the Secretary of Agriculture, will be constructed or moved onto the land. except tents wall

L. No dumping of trash, ashes, garbage, sewage, sawdust, or any similar unsightly or offensive material is permitted. Refuse which is nonburnable will be removed from the land. Ashes buried

M. Except for existing ditches, no pumping facilities, diversion works, or ditches used for withdrawing water from Big Creek can be constructed, placed, used, or maintained on the land. Any modification to existing ditches can only be done with the consent of the Secretary of Agriculture.

does this include for low head hydro?  
See us

N. Archeological or paleontological explorations may be conducted only by the Grantee or as authorized by a permit from the Secretary of Agriculture. All specimens or materials of archeological or paleontological interest are the property of the United States.

O. No permanent changes in the general topography of the landscape or land surface including the bed of Big Creek are permitted except for those caused by the forces of nature. With prior written approval by the Secretary of Agriculture the landowner may drill wells and lay, operate, maintain, repair, or remove water and sewer pipelines, conduits, or drains below the surface of the land insofar as such activities do not permanently impair or ruin the natural beauty of the land and provided that the disturbed area is restored to its former natural condition.

Bank stabilization & gabions to prevent erosion

and repair

airstrip drainage - written approval?

P. One (1) on-premise sign not greater in size than 16 inches by 24 inches may be erected and maintained to designate the owner or name of the property. In addition, the landowner 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 8-1/2 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. This in no way limits temporary interpretive or educational displays associated with the research and education purposes of the Wilderness Research Center.

by whom?  
only grantor?  
Q. The United States having acquired the subsurface rights, no oil, gas, <sup>geothermal</sup> mineral exploration, extraction, or other related activity is permitted on the land.

R. The introduction of non-native fish species in public or private waters on the land is strictly prohibited. With the approval of the Secretary of Agriculture, the landowner may remove vegetation and plant native species.

chainsaw  
& weed eater?  
S. The Taylor landing strip will continue to be used as deemed necessary or desirable for research and educational purposes and shall remain closed to public use. No motorized equipment is to be used for airstrip maintenance or hayfield production.

T. No motorized vehicles are to be used on the land including, but not limited to, motorbikes, snowmobiles, tractors, jeeps, and 3-wheelers.

U. The right is reserved to install a small experimental low <sup>head</sup> hydroelectric generator on Pioneer Creek. Existing diversions for water intake will be used. The generator will be painted earth tones or otherwise naturalized in appearance. Power cables will be buried and no exterior lights will be permitted.

Great!  
With respect to the provisions in this easement which require approval by the Secretary of Agriculture, the Grantor may assume approval if the Grantee fails to respond to the request 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 purpose except the Grantee is hereby granted the right to permit public use of the riverbank for fishing and other lawful purposes. The public use area is a 10-foot-wide strip of land running parallel to and inland from the mean high water mark. When needed, the landowner may erect appropriate signs indicating that portion of the land which is not open to public entry.

### IV. RIGHT OF FIRST REFUSAL

In the event that the landowner or their successors decide to sell or otherwise dispose of the property, the Grantee shall have a right of first refusal to acquire the fee title for its appraised fair market value at the time of the acquisition. The appraisal shall take into consideration all

may be lower than  
offered price by someone else 11/4/85

outstanding rights including this easement. The Grantee shall have 180 days in which to appraise the land and offer fair market value from the date of written notification sent to the Regional Forester, USDA Forest Service, or his successor.

V. SCOPE AND DURATION OF GRANTEE'S INTEREST

The Grantee's rights and interests under this easement are perpetual and shall not be affected by any future designation or declassification of adjacent Federal lands as wilderness or otherwise. Any rights not specifically reserved to the Grantor or prohibited to the Grantee, shall be deemed to have been acquired by the United States.

*That's a major statement!*

TO HAVE AND TO HOLD the herein described scenic easement and rights unto the Grantee and its assigns forever. The said Grantor hereby covenants that it, 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 Grantor, all heirs, administrators, executors, and assigns, and shall run with and constitute a servitude upon the above-described land.

*necessary?*

IN WITNESS WHEREFOR, THE Grantor does hereunto set its hands on the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT

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.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EXHIBIT I

Regular Existing Uses on the Date of this Easement

(List specifically, not generally. It may be appropriate to use a plat to illustrate existing uses.)

chainsaw for firewood, airstrip cleaning  
horses/mules, overwinter stock on hay (10)(?)  
haying  
firewood permit / ~~grazing permit~~  
pasture upkeep & renovation  
research  
non UT research & educ.  
conferences  
generators / washing machines / power tools / rototiller (lawn mower)  
outhouses  
cut firewood & poles  
weed eater  
pole fence maintenance  
year round residence & part year  
Pioneer Cr domestic water source  
Irrigation - Pioneer, Rush, Cliff Cr  
Bank stabilization of Big Cr to protect Airstrip erosion  
gardening? Compost, dump <sup>burn</sup> ashes  
gabions & logs  
Limit non univ use of airstrip - permission only  
Use wall tents to temporarily house short term visitors  
wood rail fences & barb & smooth wire  
Regular repairs of waterlines, (air strip damage)  
Several junked refrigerators & open dumps existing  
scrap metal behind shop & Taylor woodshed.

## Appraisal Summary

This proposed land exchange involves four parcels of property, two belonging to the Federal Government and two to the University of Idaho. Information below briefly describes individual properties and appraisal values. The appraisals were prepared by Norman Lee, Appraiser for the Helena National Forest. The details of the appraisal are included in Attachment 1.

### Federal Property

Clark Fork: \$140,000

This property consists of 35.27 acres (plus improvements) located one mile east of Clark Fork, Idaho. The property was appraised using both a cost approach and direct market comparison approach. The appraiser averaged the combined values of the approaches. Building appraisals are based on 1978 values, prior to University capital improvement projects.

Land Adjacent to Experimental Forest: 111,958

This parcel consists of 292.70 acres located about 20 miles northeast of Moscow. The property is surrounded by the University of Idaho Experimental Forest. The appraiser used a comparison of recent sales in the local area, arriving at a valuation of 450/acre or \$131,715. This was reduced by 15% given their "multiple parcel" discount.

Total Federal Property Values \$251,958

Rounded To \$250,000



University of Idaho Property

Taylor Ranch: (Easement Value)

\$234,884

This parcel is comprised of 64.84 acres and is located fifty miles northeast of Challis, Idaho, within the River of No Return Wilderness. The appraiser determined that the highest and best use of Taylor Ranch would be a recreational subdivision. Four wilderness area sales were compared with this parcel. Based on this information, the land was valued at \$10,100/acre or \$654,884. Next the appraiser devalued the land because of easement restrictions. The restrictions prohibit subdivision, sale, lease or other conveyance as smaller tracts, etc. (see attached conservation easement deed). The result of the easement encumbrance which reduced the highest and best use from potential recreational subdivision to single-site recreational or institutional use was a devaluation of the subject property to \$420,000. This land value reduction, \$234,884 (\$654,884 - \$420,000) is what the University will receive as exchange.

Spence Property:

18,360

This second parcel consists of 40 acres located seven miles south of Priest River, Idaho. The highest and best use is timber production. Based on available cruise data, the appraiser estimated volume at 5.4 MBF/acre. Recent sales in the areas were used to establish value at \$100/MBF or \$21,600. The appraiser applied the multiple parcel discount of 15% to this appraisal which left a net value of \$18,360.

Total Value University Lands

\_\_\_\_\_

\$253,244

Rounded To

\_\_\_\_\_

\$250,000

Appraisal Data Summary

1. Federal Property

Clark Fork	\$140,000
Land Adjacent to Experimental Forest (292A)	<u>111,958</u>
Total Federal	\$251,958
Round To	<u><u>\$250,000</u></u>

2. University of Idaho Property

*Taylor Ranch (Easement Value)	\$234,884
Spence Property	<u>18,360</u>
Total U of I	\$253,244
Round To	<u><u>\$250,000</u></u>

*Taylor Ranch Value without Easement Restrictions	\$654,884
Taylor Ranch Value with Easement Restrictions	<u>420,000</u>
Easement Value	\$234,884

## Clark Fork

The Clark Fork Station since its acquisition by the University of Idaho on a lease basis in 1978 has been transformed into an exemplary field campus. \$223,000 has been invested in this transformation, but the results have been an immeasurable increase in the University's "presence in Northern Idaho." The development of this facility has enhanced the University's as well as the College's goal of outreach and public service to Northern Idaho. The development of this facility has also broadened the opportunities of teaching and research in this area of Idaho.

From a financial perspective, the acquisition of Clark Fork in fee would be a wise investment. According to USFS appraisal information, the Clark Fork Station is currently worth \$336,779, which means the University will have a net asset gain of about \$196,779 if we take this property in trade for \$140,000. The benefits of acquiring this unique facility may be summarized as follows:

A good investment. Property valued at about \$336,779 and can be acquired at \$140,000. This property represents a significant capital asset for the future.

Provides a strong, positive profile for the University of Idaho in Northern Idaho.

It provides a facility near one of the State's growth centers...Sandpoint. It is easily accessible to residents in that area, a large proportion of whom are senior citizens and other non-traditional potential students as well as influential citizens.

Programs at Clark Fork already provide regular service to local residents. The potential as a learning center has barely begun to be realized. Most programs are now part of a non-credit "enrichment series" that is conducted on a self-supporting basis.

Other programs, including Elderhostel, credit courses (both in and outside FWR), special events and retreats are planned.

Temporary housing and workspace is occasionally provided to researchers, faculty and student interns.

If acquired in fee, the University will gain long-term benefits from its investment to date (\$223,000), avoid a significant annual lease increase, and annex adjoining timber land that can be developed into a model, demonstration woodlot. The latter will contribute to public education, service to Idaho's 40,000 owners of small, private woodlands, and the opportunity to conduct long-term forestry research.

FORK TR

- ① Discussion of each property
- ② How exchange fits into long range plans
- ③ Pros & cons of exchange (effects of)

Butcher: Recommendations & alternatives capture some value for WRC

### Clark Fork

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FWR Q4E  
Univ L.R. Plan  
TR Plan  
(invest in  
envir monitor)

to let UI know  
we are investing in  
WRC so they will  
want to also (recapture  
value of easement)

TODAY  
Advantages to TR  
(\$ for research)

reflect signif commit to  
W Res purpose  
(compatible)  
- pledges thru school for  
res assist  
- maintenance → operating  
budget  
- Univ gain 400,000  
asset value - value  
% attached to  
asset gain for research  
(shut off uncertain operations)  
Commitment from UI during  
exchange. Quality  
research = best students  
res. assistantships  
direction plan

Since July, 1984 the College of Forestry has conducted 26 events (short courses) at Clark Fork, involving 994 participants and 55 instructors. In addition to these activities, the following groups have used the Clark Fork facility for their own sponsored events:

U.S. Forest Service  
College of Business-U of I  
Outdoor Recreation-U of I  
Sandpoint Community  
Assistance League  
Montana Fish & Game  
Boy Scouts

College of Agriculture-U of I  
Idaho Fish & Game  
Bonner County School System  
U.S. Fish & Wildlife Service  
English Dept.-U of I  
Soil Conservation Service  
Eastern Wash. State University

### Spence Property

This forty-acre parcel was gifted to the University of Idaho by Mr. James M. Spence on October 3, 1979. It was given without restrictions on its use or disposal. Since its acquisition, the College of Forestry has tried to utilize this land for its teaching and/or research programs. However, its remote location has ruled out all possible uses. Vice President McKinney wrote Mr. Spence in September, 1984 about including the land in a previously-proposed exchange. Mr. Spence's reply was a reluctant approval because as he said, "this exchange would result in the loss of family identity with the land being exchanged." He did, however, agree that we were at liberty to administer the property in whatever manner we felt would be most advantageous to the College of Forestry. Therefore, we are now proposing this parcel be included in the proposed land exchange.

We wrote this as an  
addition to details on Clark  
Fork & Spence property,

7

P 7-9

### Taylor Ranch

The Taylor Ranch was purchased as a field station for the establishment of the University of Idaho Wilderness Research Center in 1969 for the sum of \$100,000.00. This unique facility is the only research station entirely surrounded by wilderness--the 2.3 million acre Frank Church River-of-No-Return Wilderness. It is operated on a year-round basis to promote research and educational programs leading to a better understanding of natural ecosystems.

Throughout its history, a series of ongoing research projects have been conducted, the most renowned of which is the mountain lion research of Dr. Maurice Hornocker. This tradition has been continued in recent years with a variety of research projects. These include the archeological study prehistoric Indian occupation; studies of owls and songbirds in pristine settings; predator ecology of cougars, bobcats and coyotes; analysis of big game range conditions; ecology of the bighorn sheep; and a behavioral study of bighorn, elk and deer, which is ongoing. The oldest log cabin at Taylor Ranch has been converted into a field laboratory. It houses the herbarium, an animal collection, and provides laboratory equipment and workspace for visiting researchers.

In the last decade, the Taylor Ranch Field Station has attracted funding for wilderness-related research from the National Geographic Society, National Science Foundation, American Museum of Natural History, New York Zoological Society, the National Rifle Association, the Boone and Crockett Club and several federal and state agencies.

The effects of the proposed exchange are contained in the encumbrances and restrictions of the conservation easement which would be purchased by the U.S. Forest Service. The primary restrictions prohibit subdivision or sale as smaller tracts and precludes further development of buildings (except for replacement of existing structures). Commercial activities and the use of motorized vehicles are also prohibited.

It has always been the policy of the Wilderness Research Center to operate within the philosophy of the Wilderness Act. Within the guidelines of this easement the Center would be able to continue to conduct research and education activities according to its mission. Nonconforming activities (activities not directly related to wilderness research, such as, non-wilderness related conferences, retreats, and courses, or visits for recreational purposes) will continue to be excluded.

The restrictions placed upon Taylor Ranch by the easement will entail some additional administrative burden on the Wilderness Research Center. They will not significantly affect the field research projects and operations of the Ranch.

The sale of this easement will convert a portion (approximately 40%) of the property value into monetary value. Investing this monetary value into an endowment to support wilderness research will guarantee an ongoing source of funding for research projects. This would be the initiating step to implement the College of Forestry's Quest for Excellence in wilderness and natural area management. In addition, the capture of the easement value in such an endowment would further several of the

University of Idaho's long range goals. These include: Goal VII, expand and upgrade the university's research efforts; Goal VI, promote interdisciplinary and interinstitutional cooperation; Goal VII, strengthen graduate education; Goal XIII, develop supplementary sources of funding and alternative methods of finance. Finally, this would be a major step in accomplishing the new Wilderness Research Center Plan.

### Alternatives for Easement Payback and Investment Strategies

#### Alternative A

The total easement value (\$234,884) would be exchanged for prime timberland from the Forest Service. This would be immediately sold and the money invested in the University of Idaho Consolidated Investment Trust to endow wilderness research activities.

From the viewpoint of the Wilderness Research Center, this alternative would produce to greatest immediate return. In this alternative the primary beneficiary would be the Wilderness Research Center.

#### Alternative B

Following the proposed Forest Service land exchange, the University and the Experimental Forest would deposit the exchanged value of \$234,884 (i.e. \$140,000 for Clark Fork and \$111,958 for additions to the Experimental Forest minus \$18,360 for the Spence property) into the University of Idaho Consolidated Investment Trust to endow wilderness research. If this payback is made over 5 or 10 years, interest would be added to the original amount.

In this alternative the Wilderness Research Center would benefit as would the University from acquiring Clark Fork and the College of Forestry from acquiring 292 acres with timber potential and improved forest access.

#### Alternative C

Following the proposed Forest Service land exchange, the University and the Experimental Forest would payback the exchanged value of \$234,884 without interest as follows:

\$100,000 initially deposited in the endowment (CIT Fund) by the University for the value obtained from Clark Fork.

\$ 22,926\* payed to the endowment if and when the Clark Fork property would be sold. \*(\$40,000 - \$18,360 Spence property).

\$111,958 over 10 years (\$11,196/yr.) payed to the endowment without interest for the value obtained from the 292 acres on the Experimental Forest.



In this alternative the Wilderness Research Center would benefit as would the University from acquiring Clark Fork and the College of Forestry from acquiring 292 acres. In addition, the payback burden would be considerably reduced because no interest is payed and the Experimental value is spread over 10 years. Thus, the Wilderness Research Center would gain a valuable research endowment while forgoing approximately \$80,000 in interest. Nevertheless all three parties receive substantial benefits.

#### Alternative D

Following the proposed Forest Service land exchange, the Experimental Forest would payback the exchanged value of \$111,958 over 10 years without interest. If and when the Clark Fork property would be sold, the original exchange value (\$140,000) would be payed into an endowment for wilderness research.

In this alternative the University and the Experimental Forest would benefit at the expense of the Wilderness Research Center. The Center would only gain partial value from the sale of the easement and no endowment would be established to perpetuate research funding unless Clark Fork were to be sold.

#### Alternative E

No land exchange or sale of conservation easement takes place.

The benefit from this alternative is that Taylor Ranch will have no restrictions imposed from the conservation easement. The drawbacks of this alternative are that (1) the University will be charged a significant annual lease increase at Clark Fork, (2) the Experimental Forest will not gain desirable access to portions of its land, and (3) the Wilderness Research Center will gain no endowment for long-term research activities.

#### Recommendations

Alternative C is recommended because it provides substantial benefits to all parties involved. The University gains ownership of Clark Fork which has a very high appreciation potential and which insures the University's continued visibility and service to northern Idaho. The Experimental Forest gains land with timber potential, desired plant communities, and improved access to other parts of the forest. The Wilderness Research Center gains a valuable long-term source of funding through the proposed endowment. The value of the easement is largely retained. This sum would be reinvested for wilderness research purposes.

Of all the alternatives, Alternative C will best further the goals of the University Long-Range Plan, the College of Forestry Plan and the Quest for Excellence, the Experimental Forest Plan, and the Wilderness Research Center Long-Range Plan.

TEACHING/RESEARCH SERVICE

Office of the Dean

Telephone (208)885 6441

April 8, 1986

University of Idaho

College of Forestry,

Wildlife and Range Sciences,

Moscow, Idaho 83843

Mr. John Criswell  
Lands Officer  
Idaho Panhandle National Forests  
1201 Ironwood Drive  
Coeur d'Alene, ID 83814

Dear John:

Following up our telephone conversation of March 31, 1986, I can give you the following written reaction to the current proposal for exchange of a conservation easement at Taylor Ranch and the Spence tract, for Clark Fork and 292 acres contiguous to the Experimental Forest of the college. We can't respond with the speed required to meet your time lines with the current offer. But we want to talk seriously about the exchange. President Gibb receives 3 or 4 cash offers a year for the property. We want to secure the future of the Taylor Ranch as the heart of a Wilderness Research Center of international significance. This will require that we explore some additional provisions and approaches. We need to start doing that at once. Following are some basic considerations that will guide our approach.

First, we are extremely interested in exchanging development rights at Taylor Ranch if we can find a way to direct that value into the Wilderness Research Center of the college for which Taylor Ranch serves as the principal facility. We believe the Taylor Ranch location is a unique facility for conducting wilderness research in addition to its unusual potential for more developed uses. One alternative by which we could capture value from the proposed conservation easement would be to exchange the conservation easement for as much of the Forest Service land as possible (hopefully all of it) contiguous to the University of Idaho Experimental Forest. Through the management of these lands--including the additional capacity of the expanded forest as an entity--we would then capture the values to pay back the Wilderness Research Center.

Second, there are many parties in the University to satisfy or appease in order to earn the institutional support that we need in order to consummate the exchange. These parties include the President's Office, Wilderness Research Center policy committee, Experimental Forest policy committee, Executive Council and Dean of the College, and the Board of Regents. We need to settle on a concept, such as outlined above, and then work on the details such as appraised prices, easement terms, etc. I believe the concept above has a chance of satisfying the parties involved.



Mr. John Criswell

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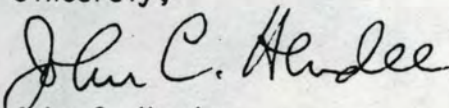
Third, our intended purpose for the exchange is to acquire financial endowment with which to build the Wilderness Research Center into a world-renowned research program. The site is unique, located in the center of one of the largest tracts of dedicated wilderness in the world and in the middle of one of the largest areas of land with unmodified (natural) ambient conditions at that latitude in the world. It is those natural ambient conditions, and the location of the Taylor Ranch in the middle of it, that give the area such great potential for wilderness research. Monitoring climatological and environmental conditions, ecological phenomena under natural conditions, archeological and natural history studies--Taylor Ranch has unique potential for all of these areas of inquiry.

It has always been the goal of the Wilderness Research Center to carry out its research and educational mission in such a manner as to be compatible with the intents and purposes of the Wilderness Act of 1964. Likewise, we wish to cooperate with the USFS in our wilderness research program and in yours.

To make sure that we don't jeopardize achieving the wilderness research potential of the site because of easement restrictions, and that our vision for wilderness research utilizing the Taylor Ranch is complete, I'd like to have a team of outside experts review the site and the surrounding area to advise us on its potential for wilderness research, perhaps special equipment will be needed and we do not wish to limit its use by unnecessary constraints in the easement. Of course the Forest Service will be represented on the team and I would want them to meet with appropriate Forest Service officials.

We look forward to your reactions and to working with you on the proposed exchange.

Sincerely,



John C. Hendee  
Dean

JCH:cs

c: President Gibb

Dr. William McLaughlin, Head  
Department of Wildland Recreation Management

Dr. Ed Krumpe, Director  
Wilderness Research Center

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 inspect for violations and to administer this easement, including the establishment and maintenance of corners delineating the easement area. It is the intent of The Grantee shall whenever reasonable and feasible, to notify any owner or heirs and assigns occupying the easement area of the impending inspection and to offer that occupant an opportunity to the Grantor will accompany the Grantee on the inspection.
- B. At the expense of the Grantors, remove or eliminate any accumulated junk or debris which is not permitted by the terms of this easement, and is placed on the above-described land after the date of this easement.
- C. To mark, cut, and remove all dead, dying, diseased, or insect-infested trees and shrubs which in the judgment of the Grantee may detract directly threaten the wilderness character of the above-described area. The property owner shall be consulted prior to initiation of such operations. Any merchantable timber so cut shall, unless otherwise agreed, be cut into logs of standard lengths for disposal by the Grantors.
- D. To perform such other scenic, esthetic, historical, fish and wildlife and sanitation restoration as may be deemed necessary or desirable. The Grantors shall be consulted prior to initiation of such projects.
- E. To use the Taylor Landing Field as deemed necessary or desirable for administration of the Wilderness only in accord with the Wilderness Research Center policies. The landowner shall be consulted prior to initiation of such each use. No motorized equipment is to be used for airfield maintenance or hayfield production. *The Taylor landing field shall be used only for Wilderness Research Center-related use and shall remain closed to public use.*
- F. To post regulatory notices on selected portions of the easement area, *if necessary,* for the purposes of promoting the provisions of this easement and the intent of the River of No Return Wilderness Act, and at his discretion to utilize with respect to the public the general statutory authorities relating to the National Forests and River of No Return Wilderness in such a manner as it deems appropriate to carry out the purposes of said Act. Nothing in this clause is intended to abrogate the landowners' right to legally protect their property rights under State law.

- G. Should the Grantors decide to sell or dispose of the property, the Grantee should shall have the first right of refusal.
- H. 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 the easement area 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. Except as otherwise provided by this easement, the costs of conformance with the terms of Part III II of this easement shall be borne by the Grantors.

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 the easement area for teaching education and research, and wilderness research associated with applicable the University of Idaho, College of Forestry, Wildlife and Range Sciences Research activities Wilderness Research Center.
- C. The Grantors, all heirs and assigns, retain the right to use the easement area for livestock usage limited to associated with education and associated research. associated with packing stock. Such right shall be subject to the following limitations:
1. Winter use from November 30 through March 31 shall be limited to 6 12 head.
  2. Spraying of herbicides, insecticides or other pesticides within 200 feet of the stream Big Creek is prohibited without the written consent of the Secretary of Agriculture or his duly authorized representative.

3. Additional land clearing is generally prohibited in order to maintain the present balance of open and timbered areas. Additional land clearing within 200 feet of the stream Big Creek is prohibited. 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.
- D. 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.
- E. There is specifically retained by the Grantors, all heirs and assigns, the right to perform ordinary maintenance on all seven eleven existing structures, together with the right to replace, rebuild, or substitute any structure now existing with similar structures in substantially the same location or general vicinity, and of substantially the same size and character *and to erect a pole shed for hay storage and one additional building.*
- F. Adequate provisions for disposal of waste and sewage *from new buildings* shall be made to fully comply with applicable State and local regulations for sanitation and water pollution control. The water and sewage disposal facilities shall be approved in writing by the Secretary of Agriculture or his duly authorized representative prior to the construction, erection, or moving of additional buildings and structures onto said lands. In no case shall untreated waste or sewage be discharged into any water or waterway.
- G. Rebuilt or replaced structures shall not exceed a height greater than 30 feet measured from the natural grade to the highest point of the structure measured on the stream side.
- 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.
- I. 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 is encouraged.
- J. The location and architectural design of rebuilt or replaced structures and facilities shall be harmonious with the landscape and general surroundings. *Basic* architectural and site plans including landscaping plans must be approved in writing by the Secretary of Agriculture or his duly authorized representative prior to construction, erection, or placement of rebuilt or replaced structures.

- K. Except as expressly provided herein, no portable structures or any other low quality, unattractive structures will be constructed or moved into the easement area.
- L. No dumping of trash, ashes, garbage, sewage, sawdust or any similar unsightly or offensive material is permitted within the easement area. Refuse which is nonburnable will be packed out.
- M. Additional land clearing for any purpose within 200 feet of the stream is prohibited without the written consent of the Secretary of Agriculture or his duly authorized representative.
- N. Except for existing ditches, no pumping facilities, diversion works, or ditches used for withdrawing water from the stream shall be placed, used or maintained on the easement area.

*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.*

- O. 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.
- P. 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.
- Q. One (1) on-premise sign *visible from the Big Creek Trail*, not greater in size than 16 inches by 24 inches, may be erected and maintained to designate the owners or name of the property. In addition, 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 the Big Creek or the arterial roads trails. *This in no way limits interpretive or educational displays associated with the research and education purposes of the Wilderness Research Center.*
- R. No oil, gas or mineral exploration, extraction or other related activity will be permitted on or above the easement area.

- S. The introduction of nonnative fish species in public or private waters within the easement area is strictly prohibited. With the approval of the Secretary of Agriculture, or his duly authorized representative, the Grantors are allowed to remove vegetation and plant native species.
- T. To use the Taylor Landing Field as deemed necessary or desirable for administration of the Wilderness. No motorized equipment is to be used for airfield maintenance or hayfield production.
- U. No motorized transport vehicles are to be used in the easement areas; motorbikes, snowmobiles, tractors, jeeps, 3-wheelers, etc.

With respect to the provisions in this easement which require approval in signing by the Secretary of Agriculture or his duly authorized representative, the Grantee agrees to respond to all Grantor's requests in a prompt manner 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 Grantee is hereby granted the right to permit the public use of 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 mean high water mark. When needed, the Grantee may erect appropriate signs indicating that portion of the easement area which is not open to public entry.

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.

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