

DOUGLAS COUNTY, NV **2018-922350**
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TICOR TITLE - RENO (COMMERCIAL)
KAREN ELLISON, RECORDER

**WHEN RECORDED MAIL TO:
(Tax Exempt Entity)**

Humboldt-Toiyabe National Forest Supervisor
USDA Forest Service
Attn: David
1200 Franklin Way
Sparks, NV 89431
(775) 352-1241

APNs: ~~1419-00-001-033~~ and ~~1419-00-001-028~~
1419-00-001-039 and 1419-00-001-043
(Jacks Valley Ranch/Ascuaga)

**MONITORING AGREEMENT
EASEMENT FOR CONSERVATION
(Jacks Valley Ranch)**

This **MONITORING AGREEMENT - EASEMENT FOR CONSERVATION (Jacks Valley Ranch)** (the “**Agreement**”) is entered into this 15th day of November, 2018, by and between **THE CONSERVATION FUND**, a Maryland nonprofit corporation, of 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209-3199 (hereinafter the “**Fund**”), and the **UNITED STATES OF AMERICA, and its assigns** (acting by and through the USDA Forest Service) (hereinafter “**Forest Service**”).

RECITALS:

- A) The Fund acquired an *Easement for Conservation* from John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under *THE JOHN J. ASCUAGA FAMILY TRUST AGREEMENT, dated December 14, 2005* (hereinafter the “**Easement for Conservation**”). The Easement for Conservation, incorporated herein by reference, was dated and recorded May 31, 2017, as Instrument No. 2017-899374, records of Douglas County, Nevada. The property encumbered by the Easement for Conservation is known as “*Jacks Valley Ranch*” and is referred to herein as the “**Property**.”
- B) The Fund assigned its interest in the Easement for Conservation to the Forest Service by that certain *Assignment of Interest in Easement for Conservation (Jacks Valley Ranch)* (hereinafter the “**Assignment**”), incorporated herein by reference, dated November 14, 2018, and recorded November 16, 2018, as Instrument No. 2018- **, records of Douglas County, Nevada. As part of the consideration for the Assignment, the Fund has agreed to enter into this Agreement to perform certain monitoring of compliance with the terms of the Easement for Conservation, as provided herein.

****con-currently herewith**

AGREEMENT:

1. Annual Monitoring. For the ten (10) calendar years of 2019 through 2028, being January 1, 2019 through December 31, 2028 (“**Term**”), the Fund shall monitor the Easement for Conservation at least one (1) time each calendar year between the months of April and October to monitor for compliance with the terms of the Easement for Conservation (“**Annual Monitoring**”). Annual Monitoring will include:
 - 1.1. Prior to the on-the-ground visit, as described in Paragraph 1.2, below, the Fund will review the Easement for Conservation, the *Jacks Valley Ranch Baseline Documentation Report*, dated May 12, 2017 (incorporated herein by reference), prepared for the Fund by Shelton Douthit Consulting, LLC (“**Baseline Report**”), and any new information, if applicable, received by the Fund pertaining to the Easement for Conservation, the Baseline Report, and the Property from the preceding year.
 - 1.2. An on-the-ground site visit by a Staff member or Contractor, hired by the Fund and involving an inspection of the Property and an interview of the landowner’s representative(s) to ascertain compliance with the terms of the Easement for Conservation.
 - 1.3. Completion of a questionnaire, based upon the interview with the landowner’s representative(s), which includes the following confirmations and questions:
 - 1.3.1. Confirmation of contact information for landowner(s).
 - 1.3.2. Confirmation of current ownership of property.
 - 1.3.3. Have you changed the management and/or uses of the land or water rights from the previous year?
 - 1.3.4. Have you seen any unusual wildlife or plants? Have you noticed any unusual effects of weather and/or climate conditions?
 - 1.3.5. Have there been any significant alterations of your property as a result of natural or human causes?
 - 1.3.6. Have your neighbors engaged in any activities that could potentially affect your property?
 - 1.3.7. Are you aware of any circumstances which might affect your ability to use your property in the manner described in the Easement for Conservation?
 - 1.4. Photographs of the Property from representative photo points (with photo-point and direction of photograph noted).

2. Monitoring Report. The Fund will prepare and deliver to the Forest Service a written “**Monitoring Report**” within sixty (60) days of the annual Monitoring Visit. The Monitoring Report will include, at a minimum:
 - 2.1. Completed questionnaire as described in Paragraph 1.3, above.
 - 2.2. Photographs of Property as described in Paragraph 1.4, above.
 - 2.3. Summary of the Annual Monitoring visit, including items discussed with landowner, matters that might require follow-up action by the Forest Service, and general impressions of the Property and its management and compliance with the terms and conditions of the Easement for Conservation.
 - 2.4. Any other information deemed relevant by the Fund.
3. Report of Matters of Concern. If the Fund notes at its Annual Monitoring visit any matters that the Fund determines in its discretion might need prompt attention by the Forest Service, the Fund will notify the Forest Service within five (5) business days, and will provide the Forest Service with written information about such concern(s).
4. Enforcement of Easement for Conservation. The Forest Service is responsible for enforcing the terms of the Easement for Conservation from and after the date of the Assignment, notwithstanding the Fund’s agreement to provide annual monitoring, as provided in this Agreement. As provided in the Assignment, the Fund was released from any and all obligations and liability as Grantee under the terms of said Easement for Conservation for events arising prior to the recording of the Assignment.
5. Amendment, Extension, or Termination of Agreement. By mutual written agreement of the two Parties noted herein, this Agreement may be amended, extended, or terminated prior to the Term of this Agreement.
6. Recitals. The above Recitals are an integral part of this Agreement and are incorporated into this Agreement.
7. Assignment. This Agreement and the duties, obligations, and rights hereunder may be assigned, in whole or in part, by the Fund to:
 - 7.1. The Nevada Division of Wildlife or the Nevada Land Trust, upon 14 day’s prior written notice to the Forest Service; or
 - 7.2. Another “qualified holder” as defined in N.R.S § 111.410(2), upon 14 day’s prior written notice to the Forest Service, and with the written approval of the Forest Service, provided that if the Forest Service fails to approve or deny the assignment within such 14-day period, then the assignment shall be deemed approved by the Forest Service.
8. Complete Agreement. The Assignment and this Monitoring Agreement Easement for Conservation (Jacks Valley Ranch) are the full and complete agreement between the two Parties noted herein. This Agreement may not be modified, except in writing signed by both Parties.

UNITED STATES OF AMERICA

BY: *Teresa McClung*
TERESA M. McCLUNG
Deputy Forest Supervisor
Humboldt-Toiyabe National Forest

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF WASHOE } ss

On this 15th day of November, 2018, before me, K. Goodin, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared **TERESA M. McCLUNG, Deputy Forest Supervisor, Humboldt-Toiyabe National Forest, U.S. Department of Agriculture**, the signer of the within Instrument, who acknowledged to me that ~~she~~ executed the foregoing Instrument by duly delegated authority.



K. Goodin
Notary Public for the State of Nevada
Residing in WASHOE
My Commission Expires: 9-8-21