

After recording, return to:
Oregon Department of Fish & Wildlife
Realty Section
4034 Fairview Industrial Drive SE
Salem, OR 97302

Send tax statements to:
Sauvage Lands, LLC
11601 Wilshire Blvd STE 1960
Los Angeles, CA 90025

RIPARIAN EASEMENT
Bear Creek – Sauvage Property

THIS RIPARIAN EASEMENT is entered into this 8th day of October, 2025, by and between Sauvage Lands LLC, hereinafter, “Grantor”, and the State of Oregon, by and through its Department of Fish & Wildlife, hereinafter, “Grantee”.

WHEREAS, Grantor is the sole owner in fee simple of certain real property (“the Property”) as depicted on the attached map (Attachment A) and located in the following description:

W1/2 NE1/4, W1/2 SE1/4, SE1/4 SW1/4 of Sec. 34, of T01N, R42E

E1/2 NW1/4, SE1/4 of Sec 3, W1/2 NW1/4 of Sec. 10 of T01S, R42E

Wallowa County, Oregon

WHEREAS, the Property, because of its location along Bear Creek, a tributary to the Wallowa River possesses fish and wildlife values of great importance to the citizens of the State of Oregon; and,

WHEREAS, Grantor wishes to assist the citizens of Oregon by conveying to Grantee the right to protect 2.1 miles of riparian area along Bear Creek; and,

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor; and,

WHEREAS, Grantee has publicized and held a public meeting in compliance with ORS 271.735 and has determined that the acquisition of a 15- year riparian easement is in the public interest; and,

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions, restrictions and undertakings set forth here, Grantor grants and conveys to Grantee a riparian easement upon the Property of the following nature and character.

1. Obligations Of Grantor: Grantor, its heirs, successors and assigns, will preserve the fish and wildlife values of the Property. Any use of the Property, which may impair or interfere with these fish and wildlife values, unless expressly permitted in this Easement or approved in writing by Grantee, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this easement and the preservation of the fish and wildlife values.

2. Grantee's Rights and Responsibilities: Grantee shall have the right to enter, remain on, alter and manage the Property for the purposes of:
 - a. Installing or constructing in-stream and floodplain fish and wildlife habitat improvements such as large wood structures, riparian fences, stream channel restoration, planting of trees or shrubs, and the like, together with such gates, crossing sites, and livestock watering sites, as have been agreed to between the parties;
 - b. Monitoring, index surveying and other biological evaluations related to the fish and wildlife values.
 - c. Maintaining vegetation plantings and controlling non-native noxious plants.
 - d. Total cost of the project is estimated to be \$3,000,000. See attached budget.

However, Grantee shall have no obligation or liability for the payment of any real estate taxes or assessments levied on the Property. Grantee's activities are subject to the availability of appropriated funds.

3. Term: The term of this easement is for 15 years beginning on the 10/01/2025 and ending on 10/01/2040 unless sooner terminated as herein provided.
4. Funding: Bonneville Power Administration, pursuant to a Memorandum of Agreement and Intergovernmental Contract, shall provide the funding as mitigation for the federal hydro-electric dams and reservoirs on the Columbia River. Grantee's obligations under this easement are conditioned upon obtaining funding from Bonneville Power Administration.
5. Prohibited Actions: Except as expressly permitted in Section 6 or by prior written permission from the Grantee, any activity on or use of the Property inconsistent with the purposes of this Easement or detrimental to the fish and wildlife values is expressly prohibited. By way of example, the following activities and uses are explicitly prohibited.
 - a. Livestock grazing;
 - b. Application of herbicides or pesticides unless approved by the Grantee for the control of non-native plant species, and in accordance with state and/or local regulations;
 - c. Burning; the Grantor will coordinate with the Grantee prior to burning.
 - d. Removal, cutting or alteration of vegetation on the land; and,
 - e. Construction of any structure, road, crossing, livestock watering device or gate.
6. Reservation of Rights: Grantor retains all ownership rights, which are not expressly restricted by this Easement. Grantor retains the right to convey, sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms and conditions of this Easement and the subsequent interest holder will be bound by terms

and conditions of this Easement. Grantee acknowledges and respects any water rights lawfully owned by Grantor, and this Easement is not intended to affect such rights in any way. This Easement does not provide public access to the Property or any other land owned by Grantor. By granting this Easement, Grantor does not consent to any other agreement or activity conducted by Grantee or the State of Oregon unless already officially documented.

7. Indemnification: Grantee agrees to be responsible to third parties only for any damage which may arise from its actions under this Easement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and Article XI, section 7 of the Oregon Constitution.
8. Force Majeure And Other Limitations Of Liability: Grantor shall not be responsible for, nor in violation of this Easement because of, modifications to the Property resulting from acts of God causes beyond Grantor's control. Examples: floods, natural changes in channel, unintentional fires, storms, natural earth movement, and trespassers (cattle) (although Grantor shall take reasonably prudent action to prevent trespasser access to the Property). In addition, Grantor shall not be responsible for the adverse results of any good faith, well-intentioned action taken by Grantor in response to an emergency.
9. Remedies: Grantee shall have the following remedies in the event of violation of the Easement by Grantor, or its successors in interest and subsequent owner of the Property.
 - a. Notice and Demand. If Grantee determines that Grantor is in violation of the Easement, or that a violation is threatened, Grantee shall provide written notice to Grantor unless the violation constitutes potential immediate and irreparable harm to the Property and/or the fish and wildlife values and prior notice is not possible or practicable. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.
 - b. Commencement of Action. Grantee may bring an action in law or in equity to enforce the terms of the Easement as follows:
 1. Immediately where Grantee in its good faith discretion believes the violation may result in immediate and material injury or damage to the Property or the fish and wildlife values.
 2. In all other cases, 28 days after the earlier of i) the mailing or ii) the receipt of the notice described in Section 8 (a) above.
 - c. Specific Remedies. Without limitation, Grantee may enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that Grantor has failed to comply with this Easement, then Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by Grantee in seeking to enforce this Agreement.
 - d. Actual or Threatened Non-Compliance. Grantor acknowledges that if actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm to the Property and or fish and wildlife values, Grantee

shall be entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

- e. **Cumulative Remedies.** The preceding remedies of Grantee are cumulative and in addition to any other remedies available at law. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.
 - f. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.
 - g. **Rights of Action Against Third Parties:** Grantee may bring any action it deems necessary or prudent against third parties if, in its good faith judgment, it believes such third parties' actions may impair the fish and wildlife values identified above.
10. **Notices:** For purposes of this agreement, notices may be provided to either party, by personal delivery or by mailing by First Class Mail a written notice to that party at the address shown at the top of this agreement, or at such other address as a party may instruct by notice given the other pursuant to this paragraph. Service will be complete upon the earlier of delivery or 2 business days after depositing the properly addressed notice with the U.S. Postal Service with sufficient postage.
11. **Assignment:** Grantor shall inform Grantee in writing the sale, lease, exchange or any other form of disposition of the Property.
12. **Successors:** This Easement runs with the land, and is binding upon, and inures to the benefit of the parties to this agreement and their successors in interest. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as the current property owner.
13. **Modification:** This Easement may not be modified, changed, amended, deleted, or eliminated without the express written consent of both parties, their heirs, successors or assigns.
14. **Oregon Law:** This Easement will be construed in accordance with Oregon Law.
15. **Liberal Construction:** This Easement shall be liberally construed in favor of maintaining the fish and wildlife values of the Property.

OREGON DEPARTMENT OF FISH & WILDLIFE

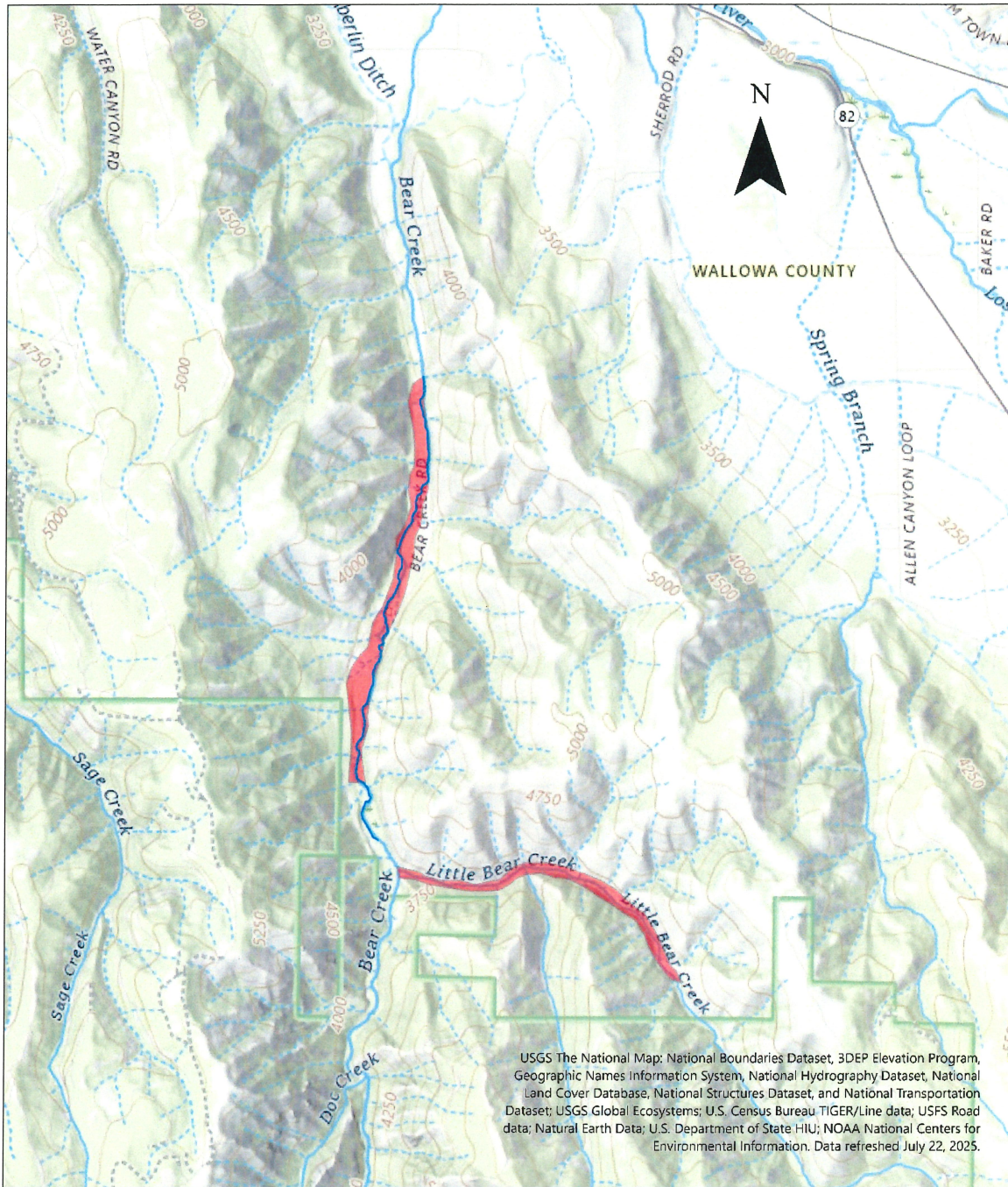
By _____
Title _____
State or Oregon, Department of Fish & Wildlife
Dated _____

STATE OF OREGON) ss
County of _____)

On this ____ day of _____, 2025__, before me personally appeared _____ (Name and Title) for the Oregon Department of Fish & Wildlife who being duly acknowledged the foregoing instrument to be the voluntary act of the Department of Fish and Wildlife, and that he/she executed the foregoing instrument on behalf of said state agency, acting on behalf of the State of Oregon.

Notary Public for Oregon
My Commission of Oregon _____

Attachment A (Project Area)



Project Area

