## SCHEDULE D-1 TO EXHIBIT D, ARTICLE 1. A.

## **LIVESTOCK GRAZING REQUIREMENTS**

Permitted Ranching Operations (as defined in <u>Paragraph 1</u> of <u>Exhibit D</u>) on the Property must comply with the following requirements (the "**Requirements**") and, notwithstanding any provision of this Conservation Easement to the contrary, in no event shall any of the Ranching Operations be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Conservation Easement.

- 1. <u>PRACTICES</u>. Ranching Operations shall be consistent with the best livestock management practices in the general geographic area the Property and consistent with all applicable laws, rules, and regulations.
- A. <u>Permitted Livestock</u>. Only cattle and/or sheep may be grazed on the Property. Notwithstanding the immediately preceding sentence, Grantor may also graze such other forms of domestic livestock, such as horses, burros and mules, as are reasonably needed to service the permitted Ranching Operations. Other forms of domestic livestock, such as goats, may be grazed on the Property only insofar as they are needed for special weed control tasks on the Property, as reasonably determined by the Grantor so long as such activity does not diminish or impair the Conservation Values of the Property.
- B. <u>Non-Native Noxious Weeds</u>. Grantor shall keep non-native noxious weeds on the Property at or below their current levels of abundance, through control of permitted grazing utilization levels, permitted herbicides, and/or permitted prescribed burning; provided, however, that in the event that Grantor fails to control noxious weeds as described in this <u>Paragraph 1(B)</u>, then Grantee shall have the right, but not the obligation, to enter upon the Property and take such actions, including, but not limited to, those actions listed in <u>Paragraph 3</u> of this Conservation Easement, as it deems necessary to control such noxious weeds.
- C. <u>Forage Utilization</u>. Exempt from the Animal Unit Months measurement and excluded from the Grazing Study calculations will be pastures that are burned, roads, tanks and reservoirs, rock outcroppings, and areas within one hundred (100) feet of watering tanks, salt and mineral licks, and animal handling corrals. Grantee may conduct an annual monitoring of the forage utilization compliance set forth in this Conservation Easement.
- D. <u>Grazing Period</u>. After a ten-year grazing period, from the date this agreement takes affect, Grantee may revisit the forage utilization limits to determine if it is necessary to change the forage utilization limits. If adjustments are necessary, changes will be made with the Grantor's concurrence.
- E. <u>Grazing Year</u>. The term "Grazing Year" means the seven (7) -month period of time commencing on November 1 of each calendar year and ending on May 31 of the immediately following calendar year.

- F. <u>Grazing Season</u>. Grazing is permitted only during the "Grazing Season," which shall commence on November 1 of each calendar year and end on May 31 of the immediately following calendar year.
- 2. <u>FOOD SUPPLEMENTS/PLACEMENT OF FOOD SUPPLEMENTS</u>. Grantor may utilize, if necessary, salt licks, minerals, food supplements or supplemental feed (collectively referred to as "Supplements") for the permitted livestock. The use of these Supplements shall be consistent with best livestock management practices and that said use thereof including, the placement of the Supplements on the Property, shall not impair or diminish the Conservation Values of the Property. Furthermore, all Supplements shall be placed at the locations used in the current Ranching Operations.