

THE CONCEPTUAL AGREEMENTS TO DATE

Based upon a review of the two appraisals, it was agreed to accept them at face value, which would result in a trade of the two properties, plus a cash payment to the City of Jacksonville in the amount of \$1,063,400.00.

- The MRA would further agree to obligate to the development (within one year of the exchange) of a Stewardship Management Plan (SMP) that must be ratified by the City prior to adoption by the MRA, and that will be actively implemented to preserve existing large trees in the exchanged property in order to develop an enclosed canopy and to ultimately create a late succession forest. This will allow for fuel reduction projects, along with replacing brush fields with newly-planted conifer trees, to promote forest health and reduce the potential for catastrophic wildland fires, but will preclude management of the timber inventory for commercial harvest. This SMP will include an erosion control and reduction component in the form of sediment catching dams, of which the MRA currently has in place and is closely monitoring, or a series of riprap filters to ensure that existing levels of erosion are significantly reduced in the ensuing five years after adoption, and will further agree to share restricted buffering of select problem areas, that will serve to filter or eliminate any drainage or erosion impacts to the City's downstream property and to separate user conflicts.
- The mineral rights on each property transfer with the property exchange.
- The City would retain the first right of refusal on the future sale of the exchanged property. The MRA agrees that the exchanged property would not be subject to further division or property line adjustment.
- Any costs necessary to bring either appraisal up to the standards required by State Parks shall be borne by the originating party.
- Both parties will provide property identification signage at the newly-created boundary on the way to Lily Prairie.
- In exchange for two north/south access easements on the remaining City land (one from the terminus of Jackson County's Reservoir Road to the new property that they receive, and another across the westernmost portion of the remaining City land on the western side of the crests of the Jackson Creek and Norling Gulch watersheds), the MRA will:
 - 1) pick-up all surveying and property line adjustment costs and all closing costs;
 - 2) ensure that the easements are field verified by a designated City representative prior to description and recording;
 - 3) clearly delineate and sign the easements so that the casual visitor knows that access is limited to the easement and where that easement is;
 - 4) ensure maintenance of such delineations and signage, along with the passable conditions of the easements, while controlling erosion, sedimentation, and pollution run-off from the easements; and
 - 5) provide ongoing good faith efforts to educate, nurture, and enforce a respect for those easements (which would include applying for enforcement funding when available).

- The access easements shall include an agreement for ongoing upkeep and maintenance proportionate to each entity's actual use, including visitors, (roughly equal, up to and including the old quarry commonly known as Red Rock, primarily MRA in the higher elevations above Red Rock, and exclusively MRA on the western trail easement). Maintenance shall include keeping the road surface in passable condition with adequate drainage, erosion control, and roadside trash clean-up.
- It is further understood that the roads have historically been under maintained and this agreement does not include any commitment by either party to improve the road beyond its current condition.