

**RESOURCE MANAGEMENT AGREEMENT
(RIGHT-TO-FARM)**

_____ Grantors are the owners of real property described as follows:
In accordance with the conditions set forth in the decision of Oneida county, dated (date), approving a Class I/Class II Permit for residential development on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive agreement as follows:

1. The Grantors, their heirs, successors, and assigns acknowledge by the granting of this agreement that the above described property is situated in an agricultural area and may be subjected to conditions resulting from commercial agricultural operations on adjacent lands. Such operations include the cultivation, harvesting, and storage of crops and livestock raising and the application of chemicals, operation of machinery, application of irrigation water, and other accepted and customary agricultural activities conducted in accordance with federal and state laws. These activities ordinarily and necessarily produce noise, dust, smoke, and other conditions that may conflict with Grantor's use of Grantors property for residential purposes. Grantors recognize that all roadways in Oneida County may serve as trails for the movement of cattle and that the only protection from intrusion is a well maintained fence including gates and/or cattle guards. Grantors hereby waive all common law rights to object to normal and necessary agricultural management activities legally conducted on adjacent lands which may conflict with Grantors' use of Grantors' property for residential purposes and grantors hereby grant an agreement to adjacent property owners for such activities.

2. Nothing in this agreement shall grant a right to adjacent property owners for ingress or egress upon or across the described property. Nothing in this agreement shall prohibit or otherwise restrict the Grantors from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties. This agreement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors, and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third party enforcement of this agreement.

IN WITNESS WHEREOF, the Grantors have executed this agreement on _____.

_____ Grantor

State of Idaho
County of Oneida

This instrument was acknowledged before me on (date) by (grantors) (signature),

Notary Public,

My Commission Expires