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THIS AGREEMENT made and entered into as of DECEMBER 4th, 1961,
between E. ROLAND HARRIMAN residing at Arden, New York, W. AVERELL HARRIMAN
residing at Harriman, New York and THE PEOPLE OF THE STATE OF IDAHO acting
by and through ROBERT E. SMYLLIE, Governor of the State of Idaho,

WITNESSETH:

WHEREAS, for over fifty years the Harriman family has been a part
of the Idaho community, enjoying at the Railroad Ranch health and recreation-
al facilities unequalled elsewhere. In return, the Harriman family has con-
ducted a cattle operation thus contributing in some measure to the growth
of the Idaho economy and the development of its resources. Recognizing
that the wild life of Idaho is not the exclusive property of any one
generation but is a limited resource that must be passed on to succeeding
generations the Railroad Ranch has protected game, birds and fish and
certain areas have been protected as a sanctuary for all forms of wild
life. In the early 1930's over 100 elk which were pastured in captivity
at the Railroad Ranch were released into the forest preserve in order
to build up the natural elk herd which at that time was practically non-
existent. All these steps have improved the hunting on the lands adjacent
to the Railroad Ranch during the years of Harriman occupancy.

In keeping with these principles and in order that the people of
Idaho in particular and visitors from other states and countries may con-
tinue to enjoy these privileges in perpetuity, E. Roland Harriman and W.
Averell Harriman desire to make a gift of the property known as Railroad
Ranch to the people of Idaho to be maintained as a State Park on the terms
and conditions hereinafter set forth, and

WHEREAS, E. Roland Harriman and W. Averell Harriman are the only
beneficial owners of shares of the corporate capital stock of Island Park
Land and Cattle Company, a Utah corporation, owning certain real property
situated in the County of Fremont, State of Idaho, and in the County of
Beaverhead, State of Montana, are General Partners in Railroad Ranch Cattle
Co., a Utah partnership, owning real property situated in the County of

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Fremont, State of Idaho, and are joint owners of certain other real property situated in the County of Fremont, State of Idaho, and

WHEREAS, E. Roland Harriman and W. Averell Harriman in order to carry out their desire to make said gift desire to make formal arrangements for the donation to The People of the State of Idaho all of their respective shares of stock in Island Park Land and Cattle Company and indebtedness owing to them respectively by said Island Park Land and Cattle Company, so much of their respective interests as General Partners in Railroad Ranch Cattle Co. as consists of real property and improvements thereon situated in the County of Fremont, State of Idaho and also their respective interests in their jointly-owned real property and improvements thereon situated in the County of Fremont, State of Idaho, in consideration of The People of the State of Idaho utilizing said real property and improvements thereon for the purpose of creating in perpetuity a State Park under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the undersigned, E. Roland Harriman, W. Averell Harriman and Robert E. Smylie, Governor of the State of Idaho acting for and in behalf of The People of the State of Idaho, do hereby covenant and agree as follows:

1. E. Roland Harriman agrees that he will by his last Will and Testament bequeath and devise subject, however, to a legal life estate in his wife, Gladys F. Harriman, to the Governor of Idaho in trust for The People of the State of Idaho:

(a) all of his right, title and interest in and to all shares of the corporate capital stock of Island Park Land and Cattle Company together with all indebtedness owing from said corporation to him at the time of his death; provided, however, that such bequest shall be on the condition that The People of the State of Idaho shall execute and deliver to Gladys F. Harriman an irrevocable power of attorney to her or her substitute or substitutes to vote as proxy all such shares of stock at stockholders' meetings of said corporation and further provided that if at any time said corporation shall be dissolved during the lifetime of said Gladys F. Harriman, The People of the State of Idaho shall take all necessary action and

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deliver to the said Gladys F. Harriman all documents necessary to confer upon her a legal life estate in and to any and all real property owned by said corporation located in the County of Fremont, State of Idaho;

(b) all of his right, title and interest in and to so much of his capital interest as a General Partner in Railroad Ranch Cattle Co. as shall consist of real property and improvements thereon situated in the County of Fremont, State of Idaho;

(c) all of his right, title and interest in and to any real property situated in the County of Fremont, State of Idaho owned by him individually at the time of his death.

2. W. Averell Harriman agrees that he will by his last Will and Testament bequeath and devise to the Governor of Idaho in trust for The People of the State of Idaho, subject to a legal life estate in E. Roland Harriman and in his wife, Gladys F. Harriman, and in the survivor of them:

(a) all of his right, title and interest in and to all shares of the corporate capital stock of Island Park Land and Cattle Company then owned by him together with all indebtedness then owing from said corporation to him; provided, however, that such bequest shall be on the condition that The People of the State of Idaho shall execute and deliver to E. Roland Harriman and Gladys F. Harriman an irrevocable power of attorney to them and the survivor of them or their substitute or substitutes to vote as proxy all such shares of stock at stockholders' meetings of said corporation and further provided that if at any time said corporation shall be dissolved during the lifetimes of the said E. Roland Harriman and Gladys F. Harriman The People of the State of Idaho shall take all necessary action and deliver to the said E. Roland Harriman and Gladys F. Harriman all documents necessary to confer upon them or the survivor of them a legal life estate in and to any and all real property owned by said corporation located in the County of Fremont, State of Idaho;

(b) all of his right, title and interest in and to so much of his capital interest as a General Partner in Railroad Ranch Cattle Co. as

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may then consist of real property and improvements thereon situated in the County of Fremont, State of Idaho; and

(c) all of his right, title and interest in and to any real property situated in the County of Fremont, State of Idaho, then owned by him individually.

3. No bond or other security shall be required of either E. Roland Harriman or Gladys F. Harriman as such legal life tenant.

4. The People of the State of Idaho acting by and through Robert E. Smylie, Governor of the State of Idaho, hereby accept the foregoing gifts and agree that upon the performance by the said E. Roland Harriman and W. Averell Harriman of the foregoing covenants The People of the State of Idaho will take the necessary action to establish a State Park for the use and recreation of the general public upon such terms and conditions as shall be deemed appropriate and desirable by the State of Idaho, subject, however, to the following conditions:

(a) The name of the park shall be "Harriman State Park of Idaho."

(b) The People of the State of Idaho acting by and through the Legislature of Idaho will establish pursuant to law a professionally staffed career Park Service whose personnel shall be chosen on the basis of merit alone, and which shall be administered under merit system procedures for personnel administration, and the said Park Service shall, when established, be vested with the control and administration of the Park, subject to the advice and consent of the Governor of Idaho.

(c) The People of the State of Idaho agree to pay to the County of Fremont, after the gifts herein agreed to be devised and bequeathed have vested fully and finally in the State of Idaho and its people, a sum of money in lieu of taxes equal to the sum which would have been paid had the property remained in private ownership. This payment shall be computed by applying the millage levies applicable to the property in the ordinary course to the assessed valuation of the property as it appears on the books of the County Assessor of Fremont County on November 27, 1961.

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(d) In order to protect the visitors to the park and add to the protection of wild life, hunting, shooting and trapping by the general public shall be at all time prohibited and The People of the State of Idaho shall take all measures necessary for the strict enforcement of this prohibition. In the event that the proper State or Park officials shall deem it necessary for conservation or other purposes to destroy animals, birds or vermin, such destruction shall be undertaken only by game wardens, Park officials or other duly authorized State Officers.

(e) Fishing by the general public shall be permitted in season, except as hereinafter provided, but fishermen shall be restricted to the use of dry and wet flies and no bait or other lures shall be allowed at any time.

(f) The present bird sanctuary located between the Ranch Bridge and the Osborne Bridge shall be continued in perpetuity. This sanctuary shall be closed to the general public by the proper State or Park officials at such times as shall be appropriate and consistent with the maintenance of a sanctuary. No fishing shall be permitted in the sanctuary during migratory bird season and the sanctuary shall be closed to the public at that time.

(g) The People of the State of Idaho shall upon termination of all legal life estates provided for herein take all necessary action to sell the real property and improvements thereon located in the County of Beaverhead, State of Montana, now belonging to Island Park Land and Cattle Company and shall use the net proceeds of such sale and the income therefrom for the general purposes of the Park and for the acquisition of surrounding lands for the general uses of the Park.

(h) In order to extend the boundaries of the Park, The People of the State of Idaho shall employ their best efforts to acquire from the United States Government and others in whole or in part from time to time from the date hereof by exchange or otherwise as a part of the Park all lands west of the Snake River from the Osborne Bridge to the Island Park Reservoir Dam thence westerly to Green Canyon Road back to the point of

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beginning. In order to further protect the visitors to the Park and to add to the further protection of wild life, such lands whether or not so acquired shall be subject to the same prohibitions as are contained in Article 4(d) hereof from and after the time that the Park is established.

(i) The People of the State of Idaho may either directly or by concession make such provisions as may seem to them proper for food, lodging and saddle horses within the Park and may also make such arrangements for forestry, agriculture and cattle raising. The People of the State of Idaho, acting through the Department of Aeronautics of the State of Idaho may establish, construct and maintain a small aircraft landing strip in the Park.

6. During the lifetimes of E. Roland Harriman and Gladys F. Harriman, The People of the State of Idaho may by way of gifts or devise from Charles S. Jones or by devise from W. Averell Harriman acquire an interest in the foregoing real property situated in the County of Fremont, State of Idaho, whether by way of fee, lease, remainder or otherwise. In the event The People of the State of Idaho shall acquire any such interest in such real property whether by way of fee, lease, remainder or otherwise, it is expressly understood and agreed that neither The People of the State of Idaho nor any officer, agent or representative of The People of the State of Idaho shall have any right to enter upon any such real property except for fire wardens, game wardens and law enforcement officers in the regular performance of their duties, without the express consent of E. Roland Harriman or his duly authorized representative or after his death, Gladys F. Harriman or her duly authorized representative, so long as E. Roland Harriman or Gladys F. Harriman shall live.

The People of the State of Idaho recognize that the right of E. Roland Harriman and Gladys F. Harriman to the quiet and peaceful enjoyment of such property during their lifetimes and the lifetime of the survivor is paramount and of the essence of this contract. Accordingly, The People of the State of Idaho expressly agree that the said E. Roland

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Harriman and W. Averell Harriman may condition the foregoing bequests and devises to their said Wills or any inter vivos instrument of conveyance upon the absolute compliance by The People of the State of Idaho, their officers, agents and representatives with the prohibition of entry hereinabove set forth. Said bequests, devises or instruments of conveyance may be conditioned so that if either E. Roland Harriman or W. Averell Harriman or their respective executors shall severally or jointly in his or their uncontrolled discretion determine that said prohibition has been violated this contract shall thereafter be null, void and of no effect and any and all property theretofore devised, bequeathed or conveyed pursuant hereto shall upon the termination of all legal life estates provided for herein revert to E. Roland Harriman and W. Averell Harriman or to their respective estates if either of them shall be deceased at the time of such determination, and The People of the State of Idaho shall have no further right, title or interest in or to any such property. It is expressly understood and agreed that The People of the State of Idaho, their officers, agents and representatives shall have no recourse in any court in any jurisdiction in the event that a determination that said prohibition has been violated shall be made as aforesaid.

It is also understood and agreed that in the event W. Averell Harriman shall survive both E. Roland Harriman and Gladys F. Harriman, The People of the State of Idaho shall after the death of the survivor of said E. Roland Harriman and Gladys F. Harriman and during the lifetime of W. Averell Harriman have a right of entry upon said property for the purposes of establishing said State Park upon the terms and conditions aforesaid.

7. This agreement shall not become effective or binding upon any of the parties until ratified and approved by the Legislature of the State of Idaho.

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IN WITNESS WHEREOF, this Agreement has been executed as of
the day and year hereinbefore set forth.

s/ E. ROLAND HARRIMAN
E. Roland Harriman

s/ W. AVERELL HARRIMAN
W. Averell Harriman

THE PEOPLE OF THE STATE OF IDAHO

By s/ ROBERT E. SMYLLIE
Governor of the State of Idaho