

AGRICULTURAL IRRIGATION AND LIVESTOCK WATERING SYSTEM EASEMENT

Authority: Federal Land Policy and Management Act (FLPMA) of 1976
As Amended by Public Law 99-545

THIS EASEMENT, dated this 4th day of May, 1992, is executed from the UNITED STATES OF AMERICA, acting by and through the Forest Service, United States Department of Agriculture, hereinafter called Authorized Officer, to Obenchain Cattle Company, of the State of Oregon, hereinafter called the Holder(s).

WHEREAS, the Holder has applied for an easement under the authority of the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1761), as amended by Public Law 99-545, for agricultural irrigation or livestock watering conveyance facilities located on lands owned by the United States in the County of Klamath, State of Oregon, and administered by the Forest Supervisor of the Fremont National Forest, United States Department of Agriculture; and

WHEREAS, upon acceptance of this Permanent Easement the Holder relinquishes all right, title, and interest in and to any easement issued for the same lands by the United States by any previous grant or permit.

NOW THEREFORE, the Authorized Officer does hereby grant, subject to valid existing rights, an easement for the use of the following described facilities on the following lands as shown on Exhibit A, attached hereto and incorporated herein, as provided by the Holder and hereby accepted by the Authorized Officer:

T. 35 S., R. 14 E., W.M.
sec. 25, SW1/4SW1/4
sec. 36, NW1/4NW1/4

Said Permanent Easement shall be 50 feet in width, 25 feet on each side of centerline, with such additional width as may be necessary to include intermittent use of a natural watercourse. The scope of said Permanent Easement is limited to the extent of the ground occupied by the authorized facilities and such other lands as are described in the easement.

This Permanent Easement is issued subject to the following terms, provisions, and conditions applicable to the Holder, its permittees, contractors, assignees, and successors in interest.

1. This Easement authorizes only the right-of-way and improvements as constructed and operated on October 21, 1976, and as specified herein unless amended.
2. Post-October 21, 1976, extensions or enlargements of the authorized facilities shall require a separate authorization pursuant to the other applicable sections of the Federal Land Policy and Management Act of 1976 (FLPMA).
3. This Easement is issued free of charge.
4. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purposes not inconsistent with the Forest Land and Resource Management Plan, provided such use does not interfere with the rights and privileges hereby authorized. The Holder shall have the right to post warnings around dangerous areas unless otherwise directed by the Authorized Officer.
5. Provided the water is to be used for agricultural irrigation or livestock watering, this Easement is fully transferable with all existing conditions and without the addition of fees or new conditions or stipulations at the time of transfer. The Holder shall notify the Authorized Officer within sixty (60) days of any address change of the Holder or change in ownership of the facilities.
6. Except as otherwise provided in Public Law 99-545, all rights-of-way issued pursuant to subsection (c) are subject to all conditions and requirements of FLPMA.
7. This Easement expires according to its terms if the Holder uses the water system for any purpose other than agricultural irrigation or livestock watering.
8. The Holder agrees to operate and maintain the facilities and use the authorized Easement in accordance with applicable Federal, State, and local laws, and operating and maintenance plans developed in consultation with the Holder and approved by the Authorized Officer.
9. The Holder shall maintain the improvements and premises to standards of repair and orderliness, neatness, sanitation, and safety acceptable to the Authorized Officer.
10. The Holder agrees to install and maintain an operable headgate at the point of diversion. Such headgate shall be capable of controlling the amount of water entering the facility.

11. The Holder agrees that fire or herbicides will not be used on the authorized right-of-way except as permitted in writing by the Authorized Officer.
12. Except to make emergency repairs in order to protect the easement, environment, property of the United States, or public health and safety, the Holder may not use materials on National Forest System lands outside the easement prior to obtaining written authorization and paying for the materials to be used.
13. In accordance with existing Federal and State laws, the Holder shall indemnify the United States against liability for any and all injury, loss, or damage, including fire suppression costs, the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this Easement.
14. The Holder is jointly and severally liable for and agrees to repair damage to National Forest System lands caused by Holder's negligence, intentional acts, or of failure to comply with the terms and conditions of this Easement or of any law or regulation applicable to the National Forests.
15. If any of the right-of-way or facilities authorized by this Easement are allowed to deteriorate to the point of threatening persons or property, and the Holder of the Easement, after consultation with the Authorized Officer, refuses to perform the repairs and maintenance necessary to remove the threat to persons or property, the Authorized Officer shall have the right to undertake such repair and maintenance and to assess the Holder for the costs of such repair and maintenance, regardless of whether the Authorized Officer had required the Holder to furnish a bond or other security.
16. If the Easement is relinquished, abandoned, or terminated, the Holder agrees to stabilize the site as required by the Authorized Officer. If the Holder does not restore or stabilize the site, the Holder agrees to pay the costs of such restoration or stabilization if undertaken by the Government.
17. This Easement is subject to the valid existing rights of persons or entities other than the easement Holder.
18. The Holder hereby agrees under Section 506 of FLPMA and 36 CFR 251.60, the Secretary may recommend termination or suspension of this Easement for noncompliance with the terms and conditions of this Easement.
19. For purposes of administering this Easement, the "Authorized Officer" is the District Ranger of the Bly Ranger District, Fremont National Forest.

11408

I HEREBY WITNESS that on this 24 day of Feb, 1992, I have read, understand, and accept the terms and conditions of this easement.

Carolyn Obenchain
Carolyn Obenchain
Obenchain Cattle Company

I HEREBY WITNESS that on this 24 day of Feb, 1992, I have read, understand, and accept the terms and conditions of this easement.

Margaret Jacobs
Margaret Jacobs
Obenchain Cattle Company

IN WITNESS WHEREOF, the Secretary of Agriculture by the Deputy Regional Forester, Forest Service, has executed this Easement pursuant to delegations of authority specified in 7 CFR 2.60 and 36 CFR 251.52 on the day and year written above.

UNITED STATES OF AMERICA

John E. Lowe
John E. Lowe
Deputy Regional Forester
Pacific Northwest Region
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
 County of Multnomah)

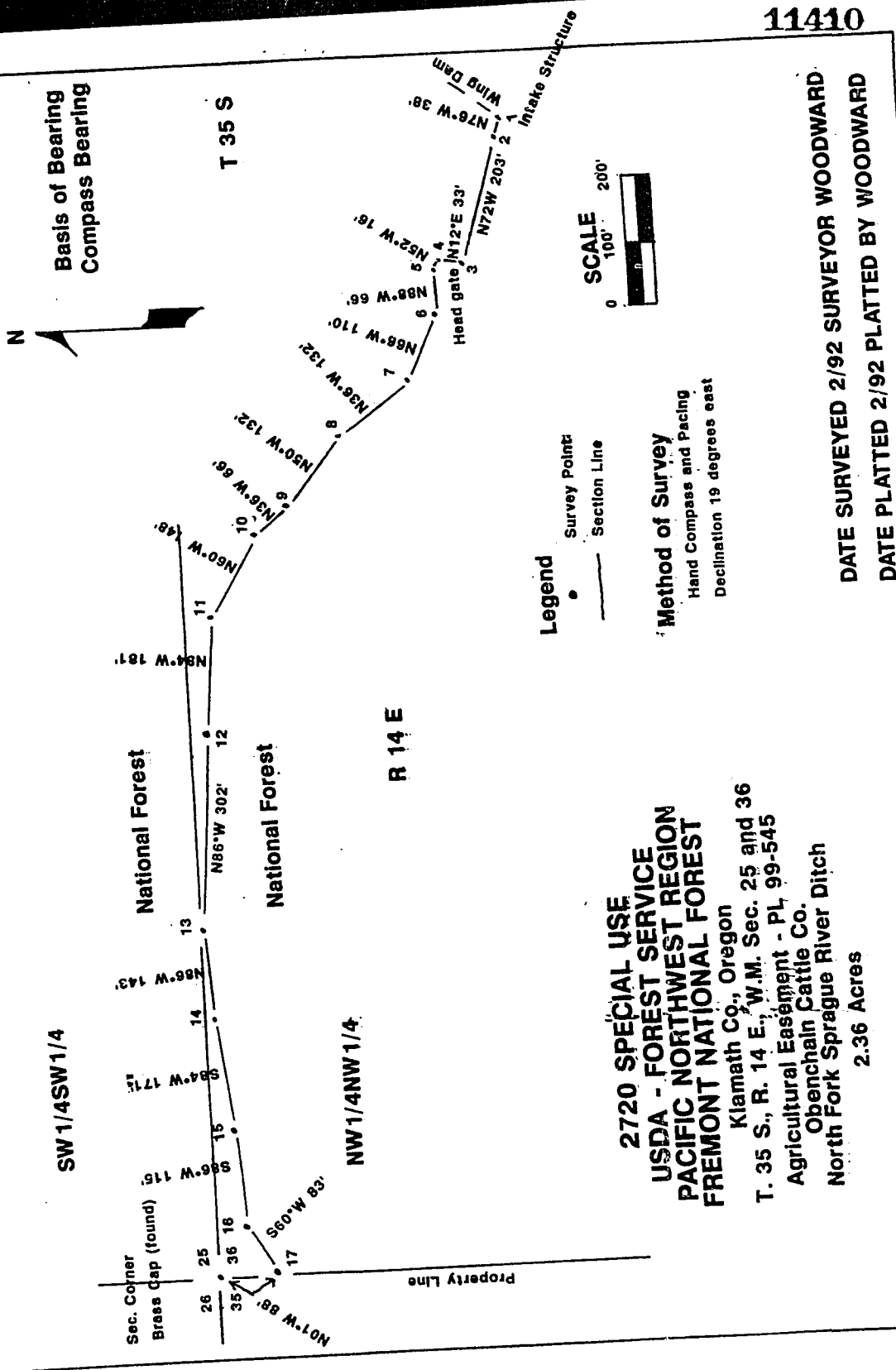
On this 4th day of May, 1992, before me, a Notary Public within and for said State, personally appeared John E. Lowe, Deputy Regional Forester, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed, and he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purpose and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Jessie B. Fitch
 Notary Public for the State of Oregon
 Residing at Aloha
 My commission expires 8/8/93

Return: Fremont National Forest
 524 North G
 Lakeview, Or. 97630
 Attn: Richard Woodward

EXHIBIT A
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11410

2720 SPECIAL USE
USDA - FOREST SERVICE
PACIFIC NORTHWEST REGION
FREMONT NATIONAL FOREST
Klamath Co., Oregon
T. 35 S., R. 14 E., W.M. Sec. 25 and 36
Agricultural Easement - PL 99-545
Obenchain Cattle Co.
North Fork Sprague River Ditch
2.36 Acres

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Richard Woodward the 27th day
of May A.D., 19 92 at 11:41 o'clock A.M., and duly recorded in Vol. M92
of Deeds on Page 11405

Evelyn Biehn County Clerk
By [Signature]

FEE \$35.00