

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-LTP-20
5-95
OMB No. 0578-0013

WTC3705LKR WARRANTY EASEMENT DEED

WETLAND RESERVE PROGRAM
AGREEMENT No. 66-0436-4-092

THIS WARRANTY EASEMENT DEED is made by and between 45850 Gerber Road, Bonanza OR 97623 Circle Five Ranch Inc., RR 1 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture.

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. Section 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Six Hundred Thirty Seven Thousand Seven Hundred Eighty Three and 30/100 Dollars (\$ 637,783.30), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT A which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the NRCS may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. Section 3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceedings as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).

Obligations of the Landowner - Noxious plants and pest: The easement area shall have necessary operations and maintenance for noxious plants and pest control performed by the landowner at the landowner's expense to ensure that the purpose and functions for which the area was restored continue to be carried out. If the maintenance for noxious plant and pest control for the easement cannot be performed for, on average, twenty five 1996 dollars or less per acre per year, the maintenance will be considered non practical. If the maintenance for noxious plants and pest control proves to be not practical by the test above, the landowner and NRCS will develop a maintenance plan which is practical to both parties. In the event of a major infestation of noxious plants or pest resulting from a natural disaster the landowner and NRCS will develop a treatment plan which is practical for both parties.

Conservation Plan of Operations: On an annual basis the Conservation Plan of Operations (CPO) will be reviewed by the landowner and NRCS. Existing conservation treatments and compatible uses will be evaluated and adjusted if necessary for the long term protection and enhancement of the wetland and other natural values of the easement area. The CPO may be revised to include additional conservation treatments or compatible uses as prescribed by the NRCS for the benefit of the easement area.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 10th day of May, 1996

Landowner(s):) CIRCLE FIVE RANCH, INC., an Oregon corporation (seal)
)
) Louis Randall (seal)
) Louis Randall, President
Debra R. Guss sec.

Acknowledgment

In the State or Commonwealth of Oregon, County, Borough or Parish of

Klamath, on this 10th day of May, 1996,

before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

LOUIS RANDALL, President and DEBORAH KNESS-OCHOA, Secretary of
CIRCLE FIVE RANCH, INC., an Oregon corporation

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that

they executed the same as their free act and deed,

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)



Kristi L. Redd
Notary Public

My Commission Expires: 11/16/99

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

EXHIBIT "A" **LEGAL DESCRIPTION**

A parcel of land located in portions of Sections 30, 31 and 32, Township 40 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the 1/4 section corner common to Sections 25, Township 40 South, Range 13 East, Willamette Meridian, and Section 30, Township 40 South, Range 14 East, Willamette Meridian; thence North 89 degrees 59' 45" East 3,758.11 feet to the center East 1/16 corner of said Section 30; thence South 00 degrees 45' 58" East 2,204.36 feet; thence North 56 degrees 34' 50" East 578.15 feet; thence South 46 degrees 34' 38" East 1,112.72 feet to a point on the section line common to Sections 30 and 31, from which point the Section corner common to Sections 29, 30, 31 and 32 bears North 89 degrees 59' 16" East 27.60 feet; thence continuing South 46 degrees 34' 38" East 1,506.89 feet; thence South 2 degrees 05' 48" East 1,609.35 feet; thence South 89 degrees 41' 37" West 1,101.71 feet to the 1/4 Section corner common to Sections 31 and 32; thence along the Section line South 00 degrees 31' 11" East 2,160.08 feet to a point from which the Southeast corner of Section 31 bears South 00 degrees 31' 11" East 490.00 feet; thence South 89 degrees 57' 18" West 5,047.00 feet to a point on the West line of said Section 31 from which the Southwest corner of said Section 31 bears South 00 degrees 47' 13" East 490.00 feet; thence along the West line of Section 31 North 00 degrees 47' 13" West 4,813.30 feet to Northwest corner of Section 31 with bearings based on recorded surveys No. 4785, 4842 and 4845; thence

North 00 degrees 47' 13" West 2,651.65 feet to the Point of Beginning.

Together with a 30.00 foot wide access easement to provide access from Johnson Road in Section 31, Township 40 South, Range 14 East, Willamette Meridian, the centerline of said easement being described as follows:

Beginning at a point on the South boundary of the above described parcel from which the Southwest corner of said parcel bears South 89 degrees 57' 18" West 1,887.39 feet; thence South 00 degrees 48' 05" West 460 feet, more or less, to the Northerly right-of-way line of Johnson Road.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 13th day
of May A.D., 19 96 at 3:59 o'clock PM., and duly recorded in Vol. M96
of Deeds on Page 13762.

FEE \$60.00

By Bernetha G. Letsch, County Clerk
[Signature]