

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

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

WARRANTY EASEMENT DEEDMTC 38733 KR

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-0436-6-070

THIS WARRANTY EASEMENT DEED is made by and between The Nature Conservancy, a District of Columbia non-profit corporation of 1815 North Lynn Street, Arlington, VA 22209 (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. § 3837), for the Wetlands Reserve Program.

Two Million Seven Hundred Sixty Six
NOW THEREFORE, for and in consideration of the sum of Thousand Six Hundred Eight Dollars (\$2,766,608.00), 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 B 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. § 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 proceeding 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).

See Exhibit C attached (2 pages)

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 29 day of July, 1996.

The Nature Conservancy, a District of Columbia
non-profit corporation

Landowner(s):

) _____ (Seal)

) _____ (Seal)

Russell Hoefflich, Vice President

Acknowledgment

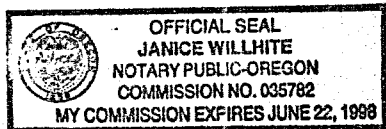
In the State or Commonwealth of OREGON, County, MULTNOMAH ~~Borough or Parish of~~
PORTLAND OR, on this 29 day of JULY, 1998, before me, the undersigned,
a Notary Public in and for said jurisdiction, personally appeared

RUSSELL HOFFERH

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



Janice Willhite
Notary Public

My Commission Expires: June 22, 1998

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

All that certain real property situate, lying and being in the County of Klamath, State of Oregon, more particularly described as follows:

In Township 35 South, Range 7 East of the Willamette Meridian:

In Section 19:

Lots 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30 and the following described tract: Starting at a point 7.85 chains West from the Section Corner Common to Sections 19, 20, 29 and 30, Township 35 South, Range 7 East of the Willamette Meridian, and running thence West 12.15 chains; thence North 20 chains to the center line of the old Dalles-California Highway; thence South 25 degrees East following the center line of the said old Dalles-California Highway 17.00 chains; thence in a Southeasterly direction also following the center of the said Dalles-California Highway 7.27 chains, more or less, to the starting point. Being a part of Lots 24 and 31 of said Section 19.

EXCEPTING from Lot 3 the following described parcel: Beginning at the intersection of the North section line of Section 19, said Township and Range and the West right of way line of State Highway 427; thence South 13 degrees 10' 28" East along the West right of way line 415.69 feet; thence North 89 degrees 36' 24" West parallel to the North section line of Section 19, 977.28 feet to Agency Lake; thence North 3 degrees 50' 07" West along the shore line of Agency Lake 405.20 feet to the North section line of Section 19; thence South 89 degrees 36' 24" East along the section line of Section 19, 509.63 feet to the point of beginning.

ALSO EXCEPTING all that portion of Lots 2, 3, 4, 5 and 8 of Section 19, Township 35 South, Range 7 East of the Willamette Meridian, lying Northerly of State Highway No. 422 and Easterly of State Highway No. 427.

In Section 30:

Lots 3, 4, 5, 6, 7, 14, 15, 16, 17, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37 and the West 10 chains (660 feet) of Lots 8, 13 and 18.

EXCEPTING THEREFROM the East 250 feet of Lot 3, Section 30, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

ALSO EXCEPTING a substation site 40 feet square in said Section 25, described as follows: Beginning at a point on the right hand or Westerly bank of Williamson River, and on the Easterly side or boundary of Lot 37 of Section 30, Township 35 South, Range 7 East of the Willamette Meridian, said point being situated South 89 degrees 09' West 2.7 feet and West 3,114 feet, more or less, from the Southeast corner of said Section 30; thence West 110.0 feet; thence North 88 degrees 22' West 249.4 feet; thence West 1,750.0 feet; thence North 70 degrees 00' West 7.0 feet to a point on the East boundary fence line of that certain structure known and referred to as Indian Lands Substation and from which the Southeast corner of said substation bears South 12.5 feet, being the true point of beginning; thence South 12.5 feet to the Southeast corner; thence West 40 feet; thence North 40 feet; thence East 40 feet; thence South 27.5 feet to the true point of beginning.

In Section 31:

Lot 4, EXCEPTING THEREFROM the following described parcel: Beginning at a point on the North line of said Lot 4 which bears North 89 degrees 39' 50" East a distance of 498.3 feet from the Northwest corner of said Lot 4; thence South 07 degrees 13' 10" East a distance of 336.7 feet to a point; thence South 51 degrees 05' 40" East a distance of 165.5 feet to a point; thence South 06 degrees 30' 30" East a distance of 50.5

-continued-

-legal description continued-

feet to a point; thence North 80 degrees 02' 40" East a distance of 135 feet, more or less, to a point on the Westerly bank of Williamson River thence Northerly along said Westerly bank to the Northeast corner of said Lot 4; thence South 89 degrees 39' 50" West along the North line of said Lot 4 to the point of beginning.

Lots 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37 and portion of Lots 11, 20, 21, 28, 29 and 38 in Section 31, more particularly described as follows: Beginning at the stone monument marking the section corner common to Sections 31 and 32, Township 35 South, Range 7 East of the Willamette Meridian; thence South Sections 5 and 6, Township 36 South, Range 7 East of the Willamette Meridian; thence South 89 degrees 55 3/4' West along the section line common to said Sections 31 and 6, 425.0 feet to a point; thence North 0 degrees 25' West 30.0 feet to an iron pipe on the Northerly right of way line of a county road as the same is presently located and constructed and the true point of beginning of this description; thence South 89 degrees 55 3/4' West along the said Northerly right of way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said Section 31; thence North 0 degrees 55 3/4' West 1271.7 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE1/16 corner of said Section 31); thence North 0 degrees 25' West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East 1/16 corner on the East-West centerline of said Section 31); thence North 0 degrees 19 3/4' West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears North 0 degrees 19 3/4' West 55.0 feet distant; thence South 13 degrees 14 1/2' East 3955.5 feet, more or less, to the true point of beginning.

EXCEPTING that portion in Section 31 described as follows:

Lots 12, 16, 18, 19, lying Southerly and Easterly of the center thread of Williamson River, and all of lots 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37 and portion of Lots 11, 20, 21, 28, 29 and 38 in Section 31, more particularly described as follows: Beginning at the stone monument marking the section corner common to Sections 31 and 32, Township 35 South, Range 7 East of the Willamette Meridian and to Sections 5 and 6, Township 36 South, Range 7 East of the Willamette Meridian; thence South 89 degrees 55 3/4' West along the section line common to said Sections 31 and 6, 425.0 feet to a point; thence North 0 degrees 25' West 30.0 feet to an iron pipe on the Northerly right of way line of a county road as the same is presently located and constructed and the true point of beginning of this description; thence South 89 degrees 55 3/4' West along the said Northerly right of way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said Section 31; thence North 0 degrees 55 3/4' West 1271.7 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE1/16 corner of said Section 31); thence North 0 degrees 25' West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East 1/16 corner on the East-West centerline of said Section 31); thence North 0 degrees 19 3/4' West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears North 0 degrees 19 3/4' West 55.0 feet distant; thence South 13 degrees 14 1/2' East 3955.5 feet, more or less, to the true point of beginning.

In Township 35 South, Range 7 1/2 East of the Willamette Meridian:

All of Fractional Sections 25, 26, 27, 33, 34, 35 and a portion of Section 36, lying Westerly of the center thread of Williamson River. All of Fractional Section 24 EXCEPT Government Lot 5; All of Fractional Section 28 lying East of the Straits which connect Upper Klamath Lake and Agency Lake.

In Township 36 South, Range 7 1/2 East of the Willamette Meridian:

All of Section 1; and All of Fractional Sections 2, 3, 4, 11 and 12 lying Northeastly and Northerly of the shore line of Klamath Lake and Westerly of the center thread of the Williamson River.

LESS AND EXCEPT, those certain parcels of land more particularly described in Exhibits A-1, A-2, A-3 and A-4.

EXHIBIT A-1

DESCRIPTION FOR 81± ACRE PARCEL

A parcel of land situated in Section 19, Township 35 South, Range 7 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 5/8" pin on the West right-of-way line of State Highway 427 from which the section corner common to Sections 17, 18, 19 and 20, Township 35 South, Range 7 East of the Willamette Meridian bears North 32° 17' 09" East 3483.86 feet; thence South 64° 17' 08" West 688.59 feet to an iron pin; thence South 64° 17' 08" West 67.89 feet; thence South 24° 56' 14" East 1567.51 feet to an iron pin; thence South 24° 56' 14" East 642.76 feet to an iron pin; thence North 85° 34' 54" East 334.55 feet to an iron pin; thence South 89° 56' 30" East 477.35 feet to an iron pin; thence North 2° 27' 07" West 107.15 feet to an iron pin on the West right-of-way line of said State Highway 427; thence North 2° 27' 07" West 50.50 feet to the centerline of said highway; thence along said centerline 117.68 feet along the arc of a 572.96 foot radius curve to the right, the long chord of which bears North 31° 00' 28" West 117.47 feet; thence North 25° 07' 26" West 2277.45 feet; thence leaving said centerline South 64° 17' 08" West 30.00 feet to the point of beginning.

TOGETHER WITH that portion of Government Lots 5, 8, 12, 15, 20 and 25 of Section 19, Township 35 South, Range 7 East lying Easterly of State Highway 427 and Southerly of State Highway 422.

Containing 81 acres, more or less.

EXHIBIT A-2

DESCRIPTION FOR EXCLUSION PARCEL AT NORTH END
OF WILLAMSON RIVER RANCH

A parcel of land situated in Section 19, Township 35 South, Range 9 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 5/8" pin on the mean high water line of Agency Lake from which the section corner common to Sections 17, 18, 19 and 20, Township 35 South, Range 7 East of the Willamette Meridian, bears North 56° 31' 41" East 3721.40 feet; thence South 66° 26' 53" East 231.13 feet to a point; thence North 39° 27' 37" East 244.46 feet to a point; thence N52°05'37"E 243.18 feet; thence North 59° 24' 32" East 137 feet, more or less, to the West right-of-way line of State Highway 427; thence Northwesterly along said West right-of-way line 450 feet, more or less, to the South line of Government Lots 4 and 5, said Township and Range; thence West along said South line 860 feet, more or less, to Agency Lake; thence Southerly along the shoreline of Agency Lake 800 feet, more or less, to the point of beginning.

ALSO that portion of Government Lots 3, 4 and 5 of Section 19, Township 35 South, Range 7 East of the Willamette Meridian lying West of State Highway 427;

EXCEPTING THEREFROM that portion of Government Lot 3 described as follows:

Beginning at the intersection of the North line of Section 19, said Township and Range and the West right-of-way line of State Highway 427; thence South 13° 10' 28" East along said West right of way line 415.69 feet; thence North 89° 36' 24" West parallel to the North section line of said Section 19 577.28 feet to Agency Lake; thence North 3° 50' 07" West along the shore line of Agency Lake 405.20 feet to the North line of said Section 19; thence South 89° 36' 24" East along said section line 509.63 feet to the point of beginning.

Containing 27 acres, more or less.

EXHIBIT A-3

DESCRIPTION FOR EXCLUSION PARCEL 696A

A parcel of land situated in Sections 26, 27, 34 and 35, Township 35 South, Range 07 1/2 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the mean high waterline of Agency Lake, from which the Northeast corner of Section 19 Township 35 South, Range 07 East of the Willamette Meridian bears North 54° 24' 22" East 13892.67 feet; thence from said point of beginning South 00° 04' 49" East 138.68 feet to a 5/8" pin; thence South 00° 04' 49" East 5132.33 feet to a 5/8" pin; thence North 89° 49' 12" West 6236.40 feet to a 5/8" pin; thence North 00° 01' 45" West 2730.27 feet to a 5/8" pin; thence continuing North 00° 01' 45" West 415.17 feet to the mean high waterline of Agency Lake; thence along the mean high waterline of said Agency Lake Northeasterly 6600 feet more or less to the point of beginning.

Containing 602 acres, more or less.

EXHIBIT A-4

DESCRIPTION FOR EXCLUSION PARCEL 498A

A parcel of land situated in Sections 19, 30 and 31, Township 35 South, Range 07 East, and Sections 24, 25 and 36, Township 35 South, Range 07 1/2 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the South line of said Section 30 and the mean high waterline on the West bank of the Williamson River, from which the Northeast corner of said Section 19 bears North 16° 21' 49" East 11074.65 feet more or less; thence from said point of beginning along the South line of said Section 30 and the North line of M92, page 27987, North 89° 53' 45" West 697.10 feet, more or less, to the Northwest corner of said M92, page 27987, thence North 89° 37' 01" West 1437.39 feet, more or less, to a 5/8" pin; thence South 00° 06' 41" West 94.15 feet to a 5/8" pin; thence North 89° 26' 40" West 1396.87 feet to a 5/8" pin; thence North 00° 27' 09" East 5389.79 feet to a 5/8" pin; thence South 89° 59' 51" East 4570.29 feet to a 5/8" pin; thence North 89° 16' 46" East 490.97 feet; thence North 24° 56' 14" West 4.96 feet to a 5/8" pin; thence North 85° 34' 54" East 334.54 feet to a 5/8" pin; thence South 89° 56' 30" East 177.35 feet, to a 5/8" pin; thence North 02° 27' 07" West 107.15 feet to a 5/8" pin and the Westerly right-of-way of Modoc Point Road; thence along the Westerly right-of-way of said Modoc Point Road, along the arc of a 602.96 feet radius curve to the left, chord bears South 48° 53' 47" East 168.75 feet, 169.31 feet to a 5/8" pin; thence South 56° 56' 26" East 103.95 feet more or less to the North line of Section 30 and the North line of Government Lot 2; thence along the North line of said Government Lot 2 North 89° 56' 39" West 747.90 feet more or less to the Northwest corner of said Government Lot 2; thence along the North line of Government Lot 3 North 89° 56' 39" West 250.00 feet; thence Southerly 250.00 feet from and parallel to the East line of said Lot 3, 660.00 feet more or less to the North line of Government Lot 8; thence along the North line of said Government Lot 8 Westerly 410.00 feet more or less to the Northeast corner of the West 660.00 feet of said Government Lot 8; thence along the East line of the West 660.00 feet of Government Lots 8, 13 and 18 Southerly 1980.00 feet more or less to the South line of said Government Lot 18; thence along the South line of said Government Lot 18 Easterly 283.8 feet more or less to the mean high waterline on the West bank of the Williamson River; thence along the said mean high waterline Southwesterly 3000 feet more or less to the point of beginning.

Containing 565 acres, more or less.

Landowner hereby conveys to the United States non-exclusive right of access for ingress and egress to the easement area for all of the purposes contained in this easement deed over and across all of the existing private roads located on Landowner's property adjacent to the easement area as more particularly described as follows:

A parcel of land situated in Sections 19, 30 and 31, Township 35 South, Range 07 East, and Sections 24, 25 and 36, Township 35 South, Range 07 1/2 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the South line of said Section 30 and the mean high waterline on the West bank of the Williamson River, from which the Northeast corner of said Section 19 bears North 16° 21' 49" East 11074.65 feet more or less; thence from said point of beginning along the South line of said Section 30 and the North line of M92, page 27987, North 89° 53' 45" West 697.10 feet, more or less, to the Northwest corner of said M92, page 27987, thence North 89° 37' 01" West 1437.39 feet, more or less, to a 5/8" pin; thence South 00° 06' 41" West 94.15 feet to a 5/8" pin; thence North 89° 26' 40" West 1396.87 feet to a 5/8" pin; thence North 00° 27' 09" East 5389.79 feet to a 5/8" pin; thence South 89° 59' 51" East 4570.29 feet to a 5/8" pin; thence North 89° 16' 46" East 490.97 feet; thence North 24° 56' 14" West 4.96 feet to a 5/8" pin; thence North 85° 34' 54" East 334.54 feet to a 5/8" pin; thence South 89° 56' 30" East 477.35 feet, to a 5/8" pin; thence North 02° 27' 07" West 107.15 feet to a 5/8" pin and the Westerly right-of-way of Madoc Point Road; thence along the Westerly right-of-way of said Madoc Point Road, along the arc of a 602.96 feet radius curve to the left, chord bears South 48° 53' 47" East 168.75 feet, 169.31 feet to a 5/8" pin; thence South 56° 56' 26" East 103.95 feet more or less to the North line of Section 30 and the North line of Government Lot 2; thence along the North line of said Government Lot 2 North 89° 56' 39" West 747.90 feet more or less to the Northwest corner of said Government Lot 2; thence along the North line of Government Lot 3 North 89° 56' 39" West 250.00 feet; thence Southerly 250.00 feet from and parallel to the East line of said Lot 3, 660.00 feet more or less to the North line of Government Lot 8; thence along the North line of said Government Lot 8 Westerly 410.00 feet more or less to the Northeast corner of the West 660.00 feet of said Government Lot 8; thence along the East line of the West 660.00 feet of Government Lots 8, 13 and 18 Southerly 1980.00 feet more or less to the South line of said Government Lot 18; thence along the South line of said Government Lot 18 Easterly 283.8 feet more or less to the mean high waterline on the West bank of the Williamson River; thence along the said mean high waterline Southwesterly 3000 feet more or less to the point of beginning.

Containing 565 acres, more or less.

A parcel of land situated in Sections 26, 27, 34 and 35, Township 35 South, Range 07 1/2 East of the Willamette Meridian, County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the mean high waterline of Agency Lake, from which the Northeast corner of Section 19 Township 35 South, Range 07 East of the Willamette Meridian bears North 54° 24' 22" East 13892.67 feet; thence from said point of beginning South 00° 04' 49" East 138.68 feet to a 5/8" pin; thence South 00° 04' 49" East 5132.33 feet to a 5/8" pin; thence North 89° 49' 12" West 6236.40 feet to a 5/8" pin; thence North 00° 01' 45" West 2730.27 feet to a 5/8" pin; thence continuing North 00° 01' 45" West 415.17 feet to the mean high waterline of Agency Lake; thence along the mean high waterline of said Agency Lake Northeasterly 6600 feet more or less to the point of beginning.

Containing 602 acres, more or less.

Landowner and United States agree that Landowner may terminate the non-exclusive right of access conveyed herein across some of the existing roads only in the event that (i) closing an existing road is necessary for the management and operation of agricultural activities on Landowner's adjacent property and (ii) remaining right of access over and across the other existing private roads is adequate in NRCS' sole discretion.

EXHIBIT C
(From Part VII Special Provisions)

Both Parties agree that the easement area has the potential capability to be enhanced for the benefit of wetland and aquatic resources to a degree that is beyond the scope of the restoration activity that will occur through use of Wetland Reserve Program funding and that such enhancement may be undertaken for the purpose of achieving mitigation requirements associated with laws in effect at the time such action is taken. Furthermore, it is the intent of NRCS to cooperate with the Landowner at such future date as the Landowner wishes to pursue or otherwise authorize others to pursue enhancement actions on the easement area. NRCS acknowledges that plans are presently being developed by the Landowner, in cooperation with NRCS and other entities, for implementation of enhancement actions on the easement area. Enhancement actions being contemplated include, but are not limited to, such actions as water diversions, pumps, dikes, and land reconfigurations designed to reestablish the easement area as a wetland that can once again function as an integral part of the Williamson River Delta. It is further recognized that, although the details of the enhancement plans and associated partnerships for funding and implementation are not yet finalized and in fact may be periodically revised in the future to address site specific needs, as of the date of this easement deed, documents exist that address the context in which this enhancement and partnership effort will likely follow. The documents, on file in the office of the NRCS State Conservationist, 101 SW Main Street, Suite 1300, Portland, Oregon as part of the official easement case file include:

1. Williamson River Restoration Feasibility Review, The Nature Conservancy, March 1996, CH2MHill
2. Williamson River Restoration Feasibility Review: Technical Review, The Nature Conservancy, March 1996, CH2MHill
3. Williamson River Restoration Project Implementation Outline, Draft
4. "Participation Agreement", (The Nature Conservancy, PacifiCorp, The New Earth Company, July 1996

Whereas the Parties agree that enhancement actions and partnerships for funding and implementation of the type contemplated in the above referenced documents are likely consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area, the Parties further agree that under Part IV of c easement deed, the NRCS retains the sole right to evaluate and determine, in response to the presentation of specific detailed proposals at the time so presented, the compatibility of such proposals.

The Parties acknowledge that there exists a farm lease ("Farm Lease"), dated July 19, 1996, on two adjacent agricultural properties ("Agricultural Properties"), the location of which is within the boundaries depicted on Exhibit A of this easement deed. The Farm Lease is between the Landowner as owner of the adjacent properties, and PacifiCorp and the New Earth Company as undivided co-lessees. The Farm Lease provides for vehicular access to these agricultural properties and includes access across the easement area. The location of the access route is depicted on Exhibit B of this easement deed. The NRCS assents to the continued rights of access and maintenance of this access route by the Landowner, the co-lessees, and their assigns provided that any maintenance of the access route or the use of vehicles or other modes of transportation is limited in terms of scope and effect to the minimum required for the reasonable cultivation of crops on, and transport of crops from, the Agricultural Properties and is otherwise consistent, as determined by NRCS, with the long-term protection and enhancement of the wetland and other natural values of the easement area.

The Parties further acknowledge that there are facilities for the conveyance of water to and from the Agricultural Properties, including pumps, canals, and related facilities, presently located on the easement area. The Parties agree that the continued use of these water facilities will be for the conveyance of water to and from the Agricultural Properties and shall not be conducted in a manner that interferes with the restoration of easement wetlands. Furthermore, the Parties agree that the use of the appurtenant water rights shall not be exercised in a manner that interferes with the restoration of easement wetlands. The Parties agree that the location and operation of these water transport facilities can be altered by agreement of the Parties at any time to accommodate wetlands restoration activities within the easement area.

The Parties agree that neither the United States nor NRCS shall incur financial responsibility or liability that may result from the activities associated with the Agricultural Properties, including but not limited to activities associated with use of the access route depicted on Exhibit B, the use or operation of the water transport facilities, the exercises of the appurtenant water rights or any other activity.

EXHIBIT D
to NRCS Warranty Easement Deed

"Description of Agricultural Property"

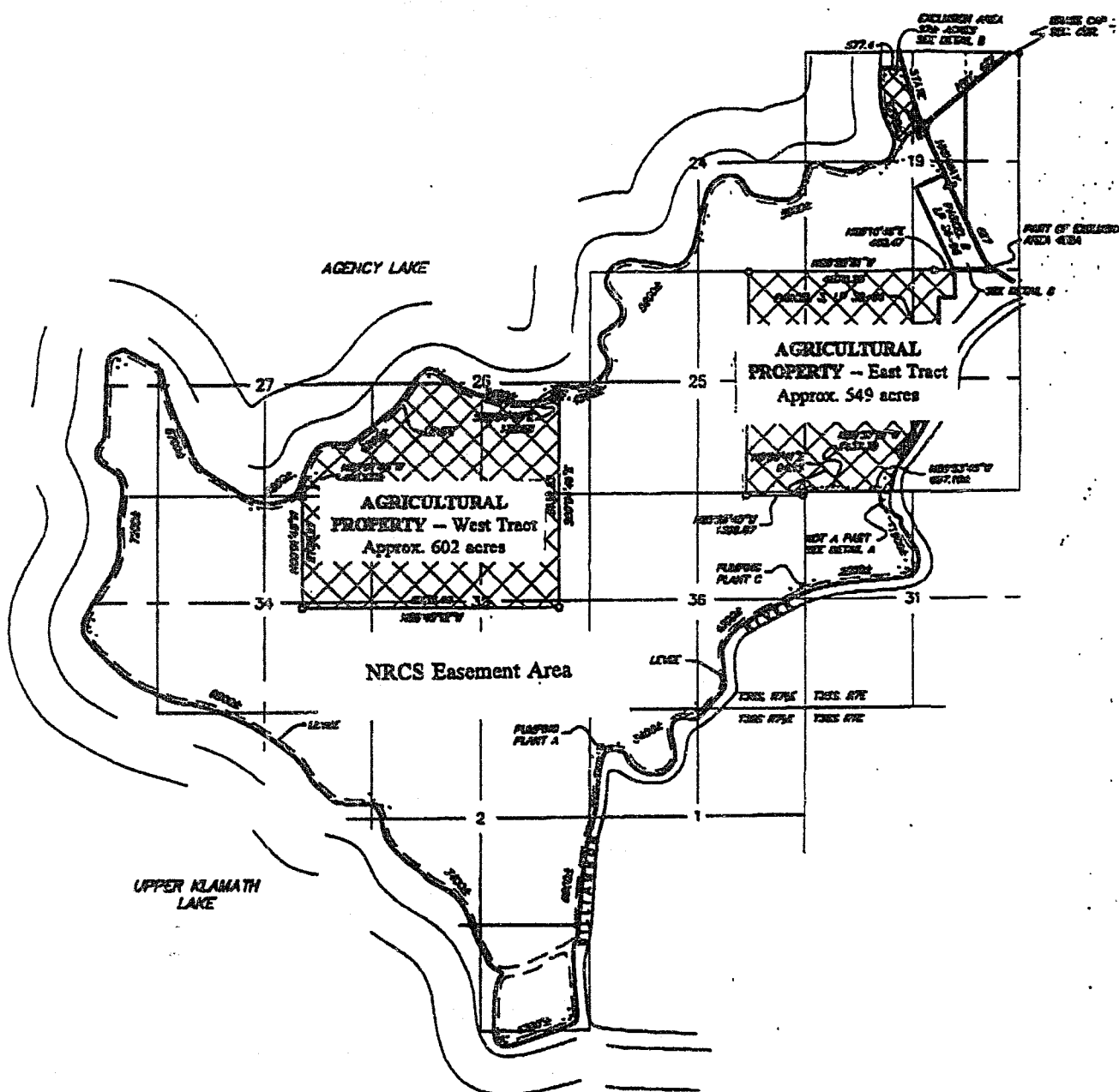


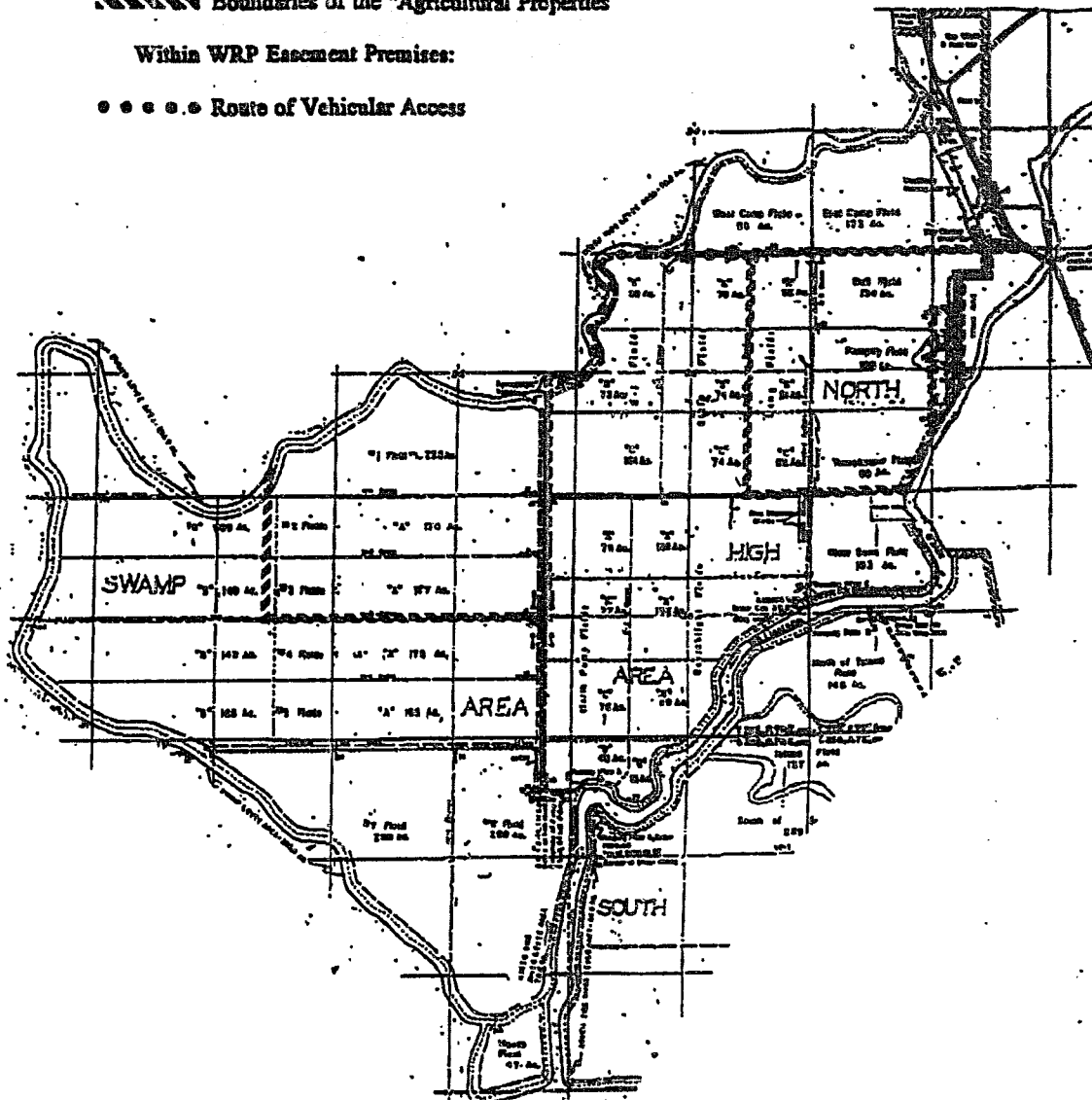
EXHIBIT E
to NRCS Warranty Easement Deed

"Access to Agricultural Properties"

----- Boundaries of the "Agricultural Properties"

Within WRP Easement Premises:

..... Route of Vehicular Access



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 30th day
of July A.D. 19 96 at 3:45 o'clock P M., and duly recorded in Vol. M96
of Deeds on Page 23103

FEE \$110.00

Bernetha G. Letsch County Clerk

By

Kathleen Ross