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AFTER RECORDING RETURN TO
Oregon Department of Fish and Wildlife
ATTN : Karen Tofte, Realty Services
3406 Cherry Ave. NE
Salem, OR 97303

State of Oregon, County of Klamath
Recorded 03/26/2004 11:12 A m
Vol M04 Pg 16892-96
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

ODFW Agreement 001-3311S-Wildlife (LIP)
Funded By 73500-759006-00

NOTICE OF GRANT AGREEMENT Crystal Creek Conservation Easement

AUTHORITY: ORS 496.080 provides that the Department of Fish and Wildlife is a department under the Fish and Wildlife Commission in the executive branch of the State of Oregon.

ORS 496.112 (3) authorizes the Commission to delegate any of its powers to the Director of the Oregon Department of Fish and Wildlife. This agreement is entered into upon such delegation of authority.

ORS 496.146 (11) authorizes the Oregon Fish and Wildlife commission to enter into contracts with any person for the development and encouragement of wildlife research and management programs and projects. Subsection (12) authorizes the Commission to perform such acts as may be necessary for the establishment and implementation of cooperative wildlife management programs with agencies of the federal government.

GRANTOR: STATE OF OREGON acting by and through
The Oregon Fish and Wildlife Commission, on behalf of
The Oregon Department of Fish and Wildlife.

GRANTEE: THE TRUST FOR PUBLIC LANDS.

PROPERTY: That certain real property located in
Section 2, Township 35 South, Range 6 East, and
Section 35, Township 34 South, Range 6 East,
of the Willamette Meridian, Klamath County, Oregon,
more particularly described in **Exhibit "A"** attached hereto.

PROJECT: Conservation Easement on private land, to conserve habitat for at-risk species, particularly endangered sucker, bull trout, spotted frog, and threatened eagle.

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4/10

RECITALS

WHEREAS, The U.S. Fish and Wildlife Service, Division of Federal Aid, (hereinafter "USFWS"), has issued Grant Number I-2-4, through its Landowner Incentive Program, to The Oregon Department of Fish and Wildlife, (hereinafter "ODFW"). The purpose of said grant is to provide federal aid funds to The Trust for Public Lands, for the purchase of a Conservation Easement, on private land, which is the subject property.

WHEREAS, Oregon Department of Fish and Wildlife, (hereinafter "ODFW"), has entered into a Grant Agreement, with The Trust For Public Lands, (hereinafter "GRANTEE"), wherein ODFW will provide federal aid funds to GRANTEE for the purchase of a Conservation Easement, on the Property described herein.

WHEREAS, a Conservation Easement acquired with Grant Agreement funds shall be administered in accordance with the terms and provisions of the project proposal for the long-term conservation and management of the ecosystem and the fish and wildlife dependent thereon. Otherwise, it shall be subject to reversion to ODFW or USFWS.

NOW THEREFORE, Pursuant to the terms and conditions of the Grant Agreement for federal aid funds, it is understood and agreed that,

1. The GRANTEE, acknowledges that it is responsible for exercising sufficient control over the conservation easement to ensure that the property is used and will continue to be used for the primary purposes for which it is acquired; and that the property, or any interest therein, may not be conveyed or encumbered, in whole or in part, to any other party, or for any other use, that is considered adverse to the primary purpose of the Grant Agreement, without the prior written consent of the ODFW, and USFWS.
2. The GRANTEE, pursuant to the Grant Agreement with ODFW, shall assume sole liability for Grantee's breach of the conditions of the grant, and shall, upon Grantee's breach of grant conditions, that causes or requires ODFW to return funds to the USFWS, hold harmless and indemnify the State of Oregon, for an amount equal to the funds, which ODFW is required to pay to USFWS. The GRANTEE, or its successors, is responsible for the acts, omissions, or negligence of its own officers, employees, or agents. ODFW is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 – 30.300), and Article XI, Section VI of the Oregon constitution, only for the acts, omissions, or negligence of its own officers, employees, or agents, provided the State of Oregon shall not be required to indemnify the landowner for any such liability arising out of the wrongful act of GRANTEE, its officers, employees, or agents, or any others using the land for recreational or educational purposes.
3. If GRANTEE, or its successors, is deemed by ODFW and/or USFWS, to be in violation of any terms or conditions of the Grant Agreement or the other responsibilities described in this Notice of Grant Agreement, and does not cease the violation after due notice, the ODFW and/or USFWS, at its option, may require GRANTEE, either

3.1 to acquire title to another parcel of real property of equal value that serves the same primary purpose as the original property, and to manage the newly acquired real property for the same purposes specified in the original Grant Agreement.

3.2 to repay ODFW or USFWS, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay ODFW or USFWS, in cash, the proportionate federal share of the current fair market value of the property, whichever is higher.

CONSENT TO ASSIGNMENT

It is understood that the intent of Grantee, is to transfer its interest in the Conservation Easement, and Grant Agreement, to Ducks Unlimited, Inc., (or its real estate holding subsidiary The Wetlands America Trust). ODFW does hereby consent to the assignment of Conservation Easement from Grantee, to The Trust for Public Land, and/or The Wetlands America Trust, provided, however, that The Trust for Public Land, and/or The Wetlands America Trust, assume all rights and obligations of the Grant Agreement, existing between Grantee, ODFW and USFWS.

CONSENT TO RECORDING

REDBAND RESOURCES, LLC, is the owner, in fee simple, of the real property which is the subject of the Grant Agreement. **REDBAND RESOURCES, LLC**, has read and reviewed the Grant Agreement and does hereby acknowledge, accept and approve its terms and provisions. Further, **REDBAND RESOURCES, LLC**, hereby authorizes and consents to the recording of this document with the Klamath County Recorder.

Date 3/3/04

STATE OF OREGON, acting by and through
the Oregon Wildlife Commission, on behalf
of the Oregon Department of Fish & Wildlife

Kris Kautz

Kris Kautz, Deputy Director for Administration

Date 2/23/04

THE TRUST FOR PUBLIC LANDS

Robert B. Betts Jr.

Printed Name Robert B. Betts Jr.
Title Assoc. Reg. Counsel

Date 2/16/04

REDBAND RESOURCES, LLC

Ann W. W.

STATE OF OREGON)
) ss.
 County of Multnomah)

The foregoing instrument was acknowledged before me this 23, day of February, 2004, by Robert B. Betrone, as Ass. Reg. Counsel, of The Trust for Public Lands.

S. Rahman
 Notary Public for Oregon



STATE OF OREGON)
)
 County of Klamath)

The foregoing instrument was acknowledged before me this 16, day of FEBRUARY, 2004, by ANNE WENNER, as Managing Member of REDBAND RESOURCES, LLC.

Karen A. Baker
 Notary Public for Oregon



STATE OF OREGON)
)
 County of Marion) ss.

The foregoing instrument was acknowledged before me this 3, day of March, 2004, by Kris Kautz, as Deputy Director for Administration, for the Oregon Department of Fish and Wildlife.

Kathleen Anne Duvick
 Notary Public for Oregon



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Parcels 1 and 2 of Land Partition 48-00, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in a portion of Section 2, Township 35 South, Range 6 East, Willamette Meridian, and in a portion of Section 35, Township 34 South, Range 6 East, Willamette Meridian in Klamath County, Oregon.

PARCEL 2:

SE1/4 SW1/4, Section 35, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT that portion conveyed to Klamath County for county road by Deed recorded November 9, 1965, in Volume M65, page 3506, Microfilm Records of Klamath County, Oregon.

ALSO the W1/2 of the SE1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 35, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon; EXCEPTING AND RESERVING from the premises last above described that certain five-acre tract or parcel described as follows:

Beginning at the NW corner of the NE1/4 of said Section 35, thence South 15 chains; thence East 3 1/3 chains; thence North 15 chains; thence West 3 1/3 chains.

AND INCLUDING the NW1/4 of the NE1/4 (Government Lot 2) and E1/2 W1/2 and SW1/4 NW1/4 of Section 2, Township 35 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT that portion conveyed to Klamath County for county road by Deed recorded November 9, 1965, in Volume M65, page 3506, Microfilm Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof platted as Land Partition 48-00.