

NTC 87149
after Recording
Western Title & Escrow
1215 NE Baker
McMinnville, OR 97128

U.S. Department of Agriculture
Natural Resources Conservation Service
12/2009

2011-010888
Klamath County, Oregon



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09/29/2011 11:08:03 AM

Fee: \$137.00

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM
EASEMENT NO. 66-0436-10-00YLR

THIS WARRANTY EASEMENT DEED is made by and between **The Nature Conservancy, District of Columbia Non-Profit Corp.** (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (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), United States 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 and their 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. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

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.

NOW THEREFORE, for and in consideration of the sum of **Three Million Four Hundred Thirteen Thousand, Two Hundred Fifty Four 50/100 Dollars (\$3,413,254.50)**, he Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, 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 for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

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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, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, 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 the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- 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 which is appended to and made a part of this easement deed, if applicable.
- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.


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

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited 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, except as specifically set forth in EXHIBIT D, if applicable;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area;
10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

- 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. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. 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.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. 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 sole 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, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed 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.
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PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, 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. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- 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, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, 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 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.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any

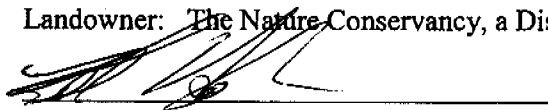
liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its 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 12th day of SEPTEMBER, 2011.

Landowner: The Nature Conservancy, a District of Columbia Non-Profit Corp.



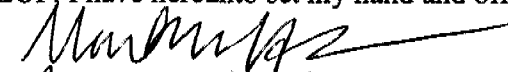
By: Russell Hoeflich
Oregon Director for The Nature Conservancy,
a District of Columbia Non-Profit Corp.


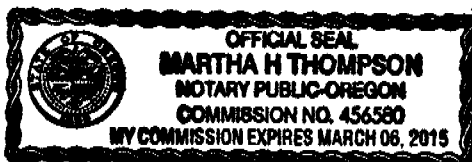
ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Multnomah

On this 12th day of September 2011, before me, the undersigned, a Notary Public in and for the said State, personally appeared Russell Hoeflich known or identified to me to be the person whose name is subscribed to the within instrument as Oregon Director for The Nature Conservancy, a District of Columbia Non-Profit Corp and acknowledged to me that he executed the same as Oregon Director for The Nature Conservancy, a District of Columbia Non-Profit Corp on behalf of the Nature Conservancy, a District of Columbia Non-Profit Corp.

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

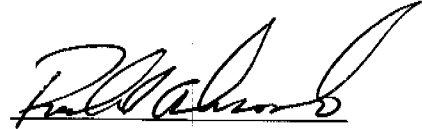

Martha H. Thompson
Notary Public for the State of Oregon
Residing at Multnomah County
My Commission
Expires March 06, 2015



ACCEPTANCE BY GRANTEE:

I Ronald Alvarado (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 22 day of September, 2011.





Ronald Alvarado
State Conservationist


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

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.



USDA NRCS (SYCAN RIVER WRP EASEMENT BOUNDARY)
NRCS CONTRACT No. 53-0436-6-139A TASK ORDER No. 303
WHPACIFIC PROJECT NO. 35795

EXHIBIT "A"

A TRACT OF LAND LOCATED IN SECTIONS 26, 27, 28, 33, 34 AND 35, TOWNSHIP 32 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, LAKE COUNTY, OREGON, AND SECTIONS 2, 3, AND 10, TOWNSHIP 33 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOWNSHIP 32 SOUTH, RANGE 13 EAST, LAKE COUNTY

SECTION 26: NW 1/4; SW 1/4.

SECTION 27: ALL OF SECTION 27.

SECTION 28: E 1/2, NE 1/4.

SECTION 33: E 1/2, NE 1/4; E 1/2, SE 1/4.

SECTION 34: ALL OF SECTION 34.

SECTION 35: NW 1/4; SW 1/4.

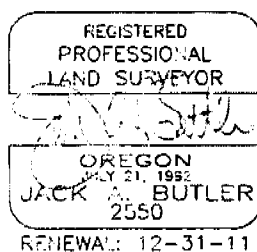
TOWNSHIP 33 SOUTH, RANGE 13 EAST, KLAMATH COUNTY

SECTION 2: NW 1/4; SW 1/4.

SECTION 3: NW 1/4; NE 1/4; SE 1/4.

SECTION 10: NE 1/4; SE 1/4.

CONTAINING APPROXIMATELY 3,292.0 ACRES, MORE OR LESS.



JA

USDA NRCS (SYCAN RIVER ACCESS EASEMENT)
NRCS CONTRACT No. 53-0436-6-139A TASK ORDER No. 303
WHPACIFIC PROJECT NO. 35795

EXHIBIT "B"

A 30.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 8, THE NORTHWEST ONE-QUARTER (NW 1/4), THE NORTHEAST ONE-QUARTER (NE 1/4), AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9, AND THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 10, ALL IN TOWNSHIP 33 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, LAKE COUNTY, OREGON, LYING 15.00 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING IN THE CENTERLINE OF FOREST ROAD (F.R.) 27, SAID POINT BEARS NORTH 00°35'10" EAST 1,537.33 FEET AND NORTH 72°23'36" WEST 8,573.23 FEET FROM A 2 1/2" BRASS CAP MONUMENT MARKING THE SOUTH ONE-QUARTER CORNER OF SECTION 10, THENCE SOUTH 87°20'33" EAST 26.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A 65.00 FOOT RADIUS CURVE TO THE LEFT, 33.21 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°16'30" THE CHORD OF WHICH BEARS NORTH 78°01'12" EAST 32.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°22'57" EAST 26.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 145.00 FOOT RADIUS CURVE TO THE RIGHT, 65.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°41'15", THE CHORD OF WHICH BEARS NORTH 76°13'34" EAST 64.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°04'12" EAST 133.40 FEET TO A POINT OF CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, 105.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°16'21", THE CHORD OF WHICH BEARS SOUTH 82°17'37" EAST 105.11 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING ALONG SAID 350.00 FOOT RADIUS CURVE TO THE RIGHT, 29.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°47'09", THE CHORD OF WHICH BEARS SOUTH 71°15'53" 29.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 68°52'18" EAST 4.63 FEET TO A POINT OF CURVATURE; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT, 18.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°21'13", THE CHORD OF WHICH BEARS SOUTH 79°37'55" EAST 18.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°46'29" EAST 103.55 FEET TO A POINT OF CURVATURE; THENCE ALONG A 105.00 FOOT RADIUS CURVE TO THE RIGHT, 119.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 65°17'01", THE CHORD OF WHICH BEARS SOUTH 57°35'00" EAST 113.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°56'30" EAST 61.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A 255.00 FOOT CURVE TO THE LEFT, 269.39 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 60°31'48", THE CHORD OF WHICH BEARS SOUTH 55°12'24" EAST 257.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85°28'17" EAST 285.00 FEET TO A

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POINT OF CURVATURE; THENCE ALONG A 1020.00 FOOT RADIUS CURVE TO THE RIGHT, 139.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $07^{\circ}49'51''$, THE CHORD OF WHICH BEARS SOUTH $81^{\circ}33'22''$ EAST, 139.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH $77^{\circ}38'26''$ EAST 379.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A 950.00 FOOT RADIUS CURVE TO THE RIGHT, 300.91 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $18^{\circ}08'53''$, THE CHORD OF WHICH BEARS SOUTH $68^{\circ}34'00''$ EAST 299.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH $59^{\circ}29'33''$ EAST 46.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A 920.00 FOOT RADIUS CURVE TO THE LEFT, 369.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF SOUTH $70^{\circ}59'34''$ EAST 366.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH $82^{\circ}29'35''$ EAST 155.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A 160.00 FOOT RADIUS CURVE TO THE LEFT, 167.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $60^{\circ}01'39''$, THE CHORD OF WHICH BEARS NORTH $67^{\circ}29'35''$ EAST 160.07 FEET TO A POINT OF TANGENCY; THENCE NORTH $37^{\circ}28'46''$ EAST 375.08 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, 122.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $46^{\circ}38'16''$, THE CHORD OF WHICH BEARS NORTH $60^{\circ}47'53''$ EAST 118.75 FEET TO A POINT OF TANGENCY; THENCE NORTH $84^{\circ}07'01''$ EAST 79.87 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1,555.00 FOOT RADIUS CURVE TO THE RIGHT, 628.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE $23^{\circ}08'21''$, THE CHORD OF WHICH BEARS SOUTH $84^{\circ}18'48''$ EAST 623.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH $72^{\circ}44'37''$ EAST 1225.90 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1,020.00 FOOT RADIUS CURVE TO THE RIGHT, 112.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $06^{\circ}19'42''$, THE CHORD OF WHICH BEARS SOUTH $69^{\circ}34'47''$ EAST 112.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH $66^{\circ}24'56''$ EAST 90.75 FEET TO A POINT OF CURVATURE; THENCE ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, 142.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $27^{\circ}14'27''$, THE CHORD OF WHICH BEARS SOUTH $52^{\circ}47'42''$ EAST 141.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH $39^{\circ}10'29''$ EAST 497.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT, 91.36 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $29^{\circ}54'45''$ EAST, THE CHORD OF WHICH BEARS SOUTH $24^{\circ}13'06''$ EAST 90.33 FEET TO A POINT OF TANGENCY; THENCE SOUTH $09^{\circ}15'44''$ EAST 182.63 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT, 142.24 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $54^{\circ}19'50''$, THE CHORD OF WHICH BEARS SOUTH $36^{\circ}25'39''$ EAST 136.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH $63^{\circ}35'34''$ EAST 500.70 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT, 33.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $12^{\circ}48'45''$, THE CHORD OF WHICH BEARS SOUTH $69^{\circ}59'56''$ EAST 33.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH $76^{\circ}24'19''$ EAST 144.23 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, 51.90 FEET, SAID CURVE HAVING A CENTRAL ANGLE

19°49'26", THE CHORD OF WHICH BEARS SOUTH 66°29'36" EAST 51.64 FEET
 TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 195.00 FOOT
 RADIUS CURVE TO THE LEFT, 123.59 FEET, SAID CURVE HAVING A
 CENTRAL ANGLE OF 36°18'49", THE CHORD OF WHICH BEARS SOUTH
 74°44'17" EAST 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH
 87°06'19" EAST 177.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A
 350.00 FOOT RADIUS CURVE TO THE LEFT, 50.86 FEET, SAID CURVE HAVING
 A CENTRAL ANGLE OF 08°19'34", THE CHORD OF WHICH BEARS NORTH
 82°56'32" EAST 50.82 FEET TO A POINT OF TANGENCY; THENCE NORTH
 78°46'44" EAST 102.15 FEET TO A POINT OF CURVATURE; THENCE ALONG A
 260.00 FOOT RADIUS CURVE TO THE RIGHT, 111.13 FEET, SAID CURVE
 HAVING A CENTRAL ANGLE OF 24°29'23", THE CHORD OF WHICH BEARS
 SOUTH 88°58'34" EAST, 110.29 FEET TO A POINT OF TANGENCY; THENCE
 SOUTH 76°43'53" EAST 93.13 FEET TO A POINT OF CURVATURE; THENCE
 ALONG A 255.00 FOOT RADIUS CURVE TO THE RIGHT, 191.34 FEET, SAID
 CURVE HAVING A CENTRAL ANGLE OF 42°59'30", 191.34 FEET, THE CHORD
 OF WHICH BEARS SOUTH 55°14'07" EAST 186.88 FEET TO A POINT OF
 TANGENCY; THENCE SOUTH 33°44'22" EAST 220.37 FEET TO A POINT OF
 CURVATURE; THENCE ALONG A 590.00 FOOT RADIUS CURVE TO THE
 RIGHT, 279.17 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°06'37",
 THE CHORD OF WHICH BEARS SOUTH 20°11'04" EAST 276.57 FEET TO A
 POINT OF TANGENCY; THENCE SOUTH 06°37'45" EAST 188.18 FEET TO A
 POINT OF CURVATURE; THENCE ALONG A 40.00 FOOT RADIUS CURVE TO
 THE LEFT, 23.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 33°07'36", THE CHORD OF WHICH BEARS SOUTH 23°11'33" EAST 22.81 FEET
 TO A POINT OF TANGENCY; THENCE SOUTH 39°45'22" EAST 14.64 FEET TO A
 POINT OF CURVATURE; THENCE ALONG A 40.00 FOOT RADIUS CURVE TO
 THE RIGHT, 19.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 27°40'34", THE CHORD OF WHICH BEARS SOUTH 25°55'04" EAST 19.13 FEET
 TO A POINT OF TANGENCY; THENCE SOUTH 12°04'47" EAST 4.91 FEET TO A
 POINT OF CURVATURE; THENCE ALONG A 55.00 FOOT RADIUS CURVE TO
 THE LEFT, 53.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 56°13'50", THE CHORD OF WHICH BEARS SOUTH 40°11'42" EAST 51.84 FEET
 TO A POINT OF TANGENCY; THENCE SOUTH 68°18'38" EAST 352.58 FEET TO
 A POINT OF CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE
 TO THE LEFT, 5.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 03°09'35", THE CHORD OF WHICH BEARS SOUTH 69°53'25" EAST 5.51 FEET TO
 A POINT OF TANGENCY; THENCE SOUTH 71°28'12" EAST 46.66 FEET TO A
 POINT OF CURVATURE; THENCE ALONG A 355.00 FOOT RADIUS CURVE TO
 THE RIGHT, 108.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 17°33'08", THE CHORD OF WHICH BEARS SOUTH 62°41'38" EAST 108.33 FEET
 TO A POINT OF TANGENCY; THENCE SOUTH 53°55'05" EAST 4.16 FEET TO A
 POINT OF CURVATURE; THENCE ALONG A 10.00 FOOT RADIUS CURVE TO
 THE LEFT, 13.80 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
 79°05'17", THE CHORD OF WHICH BEARS NORTH 86°32'17" EAST 12.73 FEET
 TO A POINT OF TANGENCY; THENCE NORTH 46°59'38" EAST 48.80 FEET TO A

POINT OF CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE TO THE LEFT, 10.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $06^{\circ}11'59''$, THE CHORD OF WHICH BEARS NORTH $43^{\circ}53'39''$ EAST 10.82 FEET TO A POINT OF TANGENCY; THENCE NORTH $40^{\circ}47'39''$ EAST 38.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A 170.00 FOOT RADIUS CURVE TO THE RIGHT, 54.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $18^{\circ}18'33''$, THE CHORD OF WHICH BEARS NORTH $49^{\circ}56'56''$ EAST 54.09 FEET TO A POINT OF TANGENCY; THENCE NORTH $59^{\circ}06'12''$ EAST 47.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A 190.00 FOOT RADIUS CURVE TO THE LEFT, 65.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $19^{\circ}44'05''$, THE CHORD OF WHICH BEARS NORTH $49^{\circ}14'10''$ EAST 65.12 FEET TO A POINT OF TANGENCY; THENCE NORTH $39^{\circ}22'07''$ EAST 188.61 FEET TO THE NORTH-SOUTH ONE-QUARTER SECTION LINE IN SAID SECTION 10 AND THE POINT OF TERMINATION.

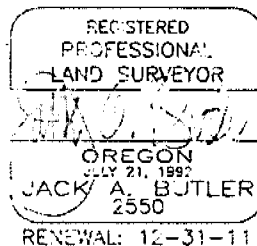
THE SIDELINES ARE SUBJECT TO LENGTHENING AND/OR SHORTENING TO TERMINATE AT THE NORTH-SOUTH ONE-QUARTER SECTION LINE OF SAID SECTION 16, TOWNSHIP 32 SOUTH, RANGE 13 EAST.

TOGETHER WITH THE FOLLOWING 30.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 8 TOWNSHIP 33 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, LAKE COUNTY, OREGON, LYING 15.00 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT "A", THENCE NORTH $53^{\circ}35'52''$ WEST 440.46 FEET TO THE CENTERLINE OF SAID F.R. 27 AND THE POINT OF TERMINATION.

THE SIDELINES ARE SUBJECT TO LENGTHENING AND/OR SHORTENING TO TERMINATE AT THE CENTERLINE OF SAID F.R. 27.

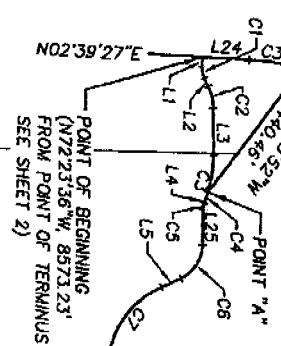
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER R.S. 6284 OF THE LAKE COUNTY SURVEY RECORDS.



Handwritten initials or signature in the bottom right corner.

NE 1/4

USFS ROAD NO. 27



POINT OF BEGINNING
(N72°23'36\"/>

CENTERLINE OF 30.00' WIDE
ACCESS EASEMENT
EXISTING 2-TRACK ROAD

NW 1/4

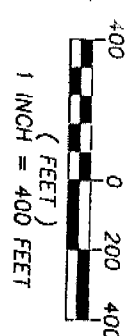
NE 1/4

LEGEND FOR SHEETS 1-2

- FOUND QUARTER CORNER
- 24 FOUND CENTER QUARTER CORNER
- 27 CALCULATED QUARTER CORNER (MONUMENT NOT TIED)
- 27 CALCULATED CENTER QUARTER CORNER (MONUMENT NOT TIED)

*SEE SHEET 3 FOR LINE & CURVE TABLES

REGISTERED
PROFESSIONAL
LAND SURVEYOR
JACK A. BUTLER
JULY 21, 1992
OREGON
2550
RENEWAL DATE: 12-31-11



SEE SHEET 2

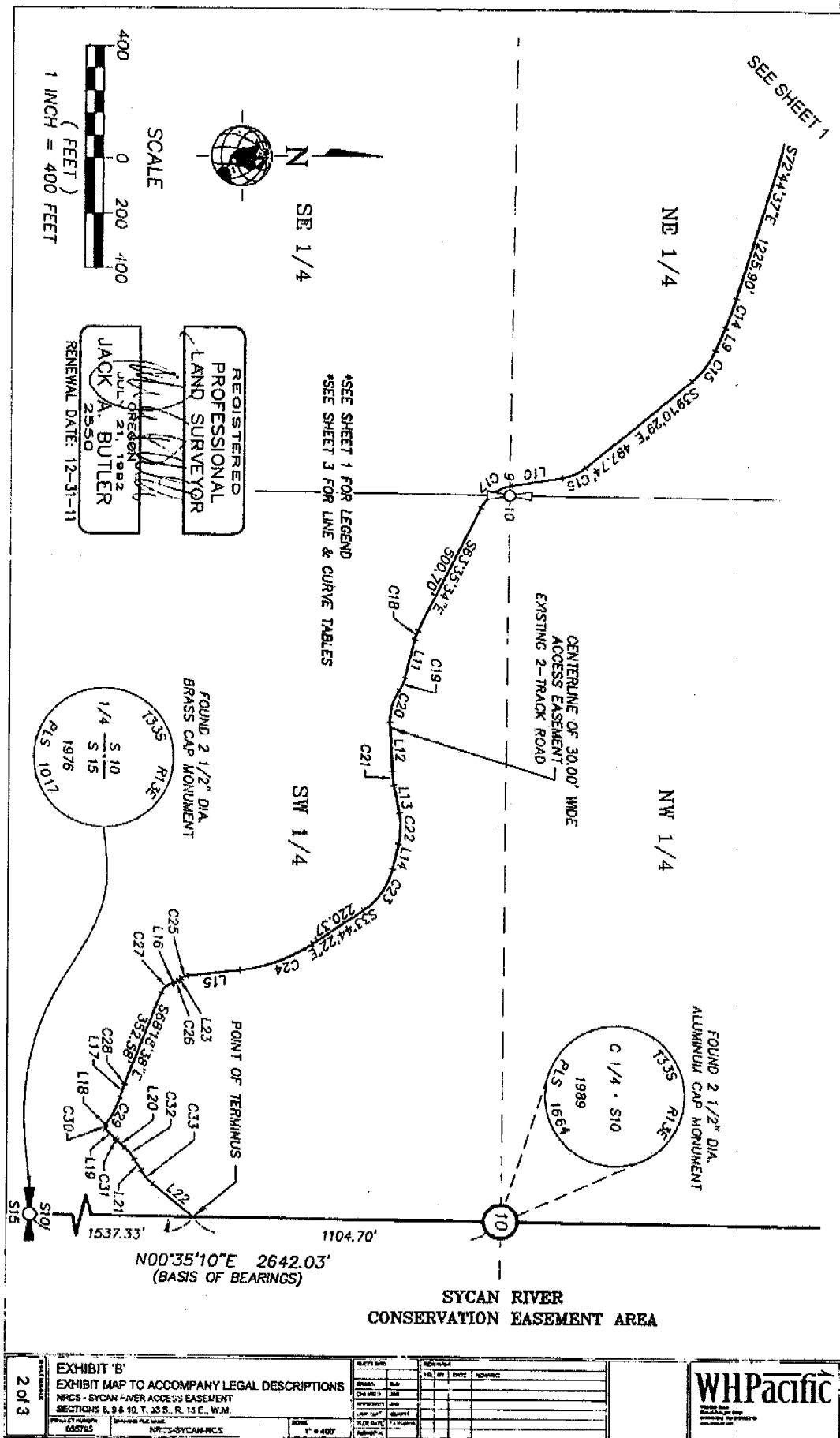
EXHIBIT 'B'
EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTIONS
NRCS - SYCAN RIVER ACCESS EASEMENT
SECTIONS 8, 9 & 10, T. 33 S., R. 13 E., W.M.

DATE: 11-1-00
SCALE: 1" = 400'

PROJECT: NRCS - SYCAN RIVER
DRAWN BY: JAB
CHECKED BY: JAB
APPROVED BY: JAB
DATE: 11-1-00
P.L. WHITE
REVISIONS:

WHPacific
1 of 3

Handwritten initials or signature.



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD LENGTH	CHORD BRC
C1	65.00	33.21	29.16°	32.65	N78°01'27"E
C2	145.00	65.01	26.41°	64.47	N76°13'34"E
C3	350.00	105.51	17.16°	105.11	S82°17'37"E
C4	350.00	29.23	4°47'09"	29.23	S71°15'53"E
C5	50.00	18.63	21.21°	18.53	S79°32'55"E
C6	105.00	18.64	65°17'04"	11.327	S57°35'00"E
C7	255.00	268.39	60°31'46"	252.04	S55°12'24"E
C8	1020.00	139.41	7°49'51"	138.30	S81°33'22"E
C9	950.00	300.91	18°02'53"	289.65	S88°33'00"E
C10	920.00	369.32	23°00'02"	368.84	S70°59'34"E
C11	160.00	167.83	60°01'39"	160.07	N67°28'35"E
C12	150.00	122.10	46°38'16"	118.79	N60°41'53"E
C13	1555.00	628.00	23°08'21"	623.74	S84°18'48"E
C14	1020.00	112.66	61°19'42"	112.60	S89°34'47"E
C15	300.00	142.63	27°42'27"	141.29	S92°47'42"E
C16	175.00	91.36	29°54'45"	90.33	S24°13'06"E
C17	150.00	142.24	54°18'50"	136.97	S36°23'39"E
C18	150.00	33.54	12°48'45"	33.47	S69°59'55"E
C19	150.00	51.90	19°49'28"	51.84	S67°24'38"E
C20	185.00	123.59	36°18'49"	121.53	S74°44'17"E
C21	350.00	90.86	8°19'34"	90.82	S92°58'32"E
C22	260.00	111.13	24°29'23"	110.29	S83°33'37"E
C23	255.00	181.34	42°59'30"	186.88	S55°14'07"E
C24	590.00	279.17	27°06'37"	276.57	S20°11'33"E
C25	40.00	23.13	33°07'36"	22.81	S20°11'33"E
C26	40.00	19.32	27°40'34"	19.13	S20°11'33"E
C27	55.00	53.96	56°15'50"	51.84	S20°11'33"E
C28	100.00	5.51	3°09'35"	5.50	S87°41'58"E
C29	355.00	106.75	17°33'08"	105.33	N65°37'17"E
C30	10.00	13.80	79°05'17"	12.73	N43°51'39"E
C31	100.00	10.82	61°11'56"	10.82	N49°56'55"E
C32	170.00	54.32	18°18'33"	54.09	N49°56'55"E
C33	180.00	65.44	19°44'05"	65.12	N49°56'55"E
C34	780.00	151.43	11°07'25"	151.19	S08°13'10"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.76	S87°20'33"E
L2	26.00	N63°22'57"E
L3	133.40	N49°04'12"E
L4	4.63	S88°52'18"E
L5	61.07	S24°56'30"E
L6	46.47	S59°29'53"E
L7	155.24	S92°29'57"E
L8	79.82	N44°07'01"E
L9	90.78	S96°24'56"E
L10	182.63	S89°15'44"E
L11	144.23	S78°24'19"E
L12	177.50	N87°06'19"E
L13	102.15	N78°46'44"E
L14	93.13	S76°43'53"E
L15	188.18	S06°37'45"E
L16	4.91	S72°04'47"E
L17	46.66	S71°26'12"E
L18	4.16	S53°55'05"E
L19	48.80	N46°59'35"E
L20	38.50	N40°47'39"E
L21	47.21	N59°16'12"E
L22	198.61	N39°22'07"E
L23	14.64	S79°45'22"E
L24	132.54	S02°32'27"W
L25	103.55	N05°46'29"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

JACK A. BUTLER
JULY 21, 1992
2550
RENEWAL DATE: 12-31-11

TNC-Sycan River
EXHIBIT D
WATER USES AND WATER RIGHTS

I. Water Uses and Water Rights Reserved to the Grantor ("Landowner")
(Warranty Easement Deed Part II.F.)

- A. Identify with specificity each water use¹ that the NRCS determines the Landowner may continue on, across, or under the easement area without harming the purposes of the easement.

[The landowner reserves the right to divert the lawfully allocated amount of water from Long Creek, Pole Creek, and Coyote Creek as required by State Law, to meet the requirements for irrigation water delivery to other water righted properties not under the WRP easement.]

- B. For each water use described above, identify the water right², or portion of a water right, that is associated with that use. These are the only water rights, or portions of water rights, that the Landowner reserves for continuing agricultural or other uses. All details of each reserved water right, or reserved portion of a water right, must be specified, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use.

[The reserved water rights, points of diversion, and conveyance structures are those that existed prior to execution of the WRP easement and are recorded by the State of Oregon, Department of

¹ For purposes of this exhibit, the term "water use" means activities that control water or the use of water instream or in situ. The term includes, but is not limited to: diverting water from its natural source; conveying water in canals, ditches, laterals, flumes, or pipelines; storing water in reservoirs, impoundments, or ponds; pumping or otherwise controlling groundwater; developing springs; and intentionally leaving a quantity of water instream or in situ for a particular purpose.

² For purposes of this exhibit, the term "water right" means an instrument, filing, or document that is associated with a particular water use. The term "water right" may include, but is not limited to water permits, water shares or stock certificates, water reservations, water allotments, water contracts, or a stipulation to resolve contests to water right claims in the Klamath Basin Adjudication as filed with the Oregon Department of Water Resources.

Water Resources State Engineer, for the tributaries named above and that are lawfully allocated.]

- C. For each water right identified above, the Landowner retains the right to maintain, repair and reconstruct any existing water facilities associated with the right unless that activity would adversely impact the conservation values of the easement, as determined by NRCS in its sole judgment. The Landowner must obtain approval from the United States prior to commencing any substantial maintenance, repair, or reconstruction of existing facilities. "Substantial maintenance, repair, or reconstruction" means all activities that may adversely affect the purposes of the easement and includes, but is not limited to, the lining of irrigation works and the piping of water.
- D. Any use other than stated above for water rights the Landowner reserves requires the written consent of NRCS following its determination that the action will not be inconsistent with the purposes of the easement or the protection of the conservation values. This includes, but is not limited to, changing a water right to any new use (including municipal, industrial or commercial use); selling, leasing, transferring, canceling, abandoning, or encumbering the water right; and changing the point of diversion or type or place use.
- E. The Landowner reserves no other water rights or uses of water on, across, or under the easement area.

II. Encumbered Water Uses and Water Rights for Easement Purposes
(Warranty Easement Deed, Part III.D.)

- A. Describe with specificity water uses that the NRCS determines are necessary to accomplish the purposes of the easement.

[NRCS specifically encumbers water rights that fall within the boundaries of this WRP easement as identified in the legal boundary survey, for the purpose of artificial application of water to plants to promote the growth or nourish plants, including marshlands or wetlands. The intended use of the water right is to benefit the purposes of the WRP easement, which includes restoring the natural hydrologic function of the WRP lands.]

- B. For each water use described in II.A. above, identify any associated existing water right or portion of a water right. These water rights are encumbered by the Warranty Easement Deed³ for easement purposes, together with any associated rights-of-way, water conveyance and diversion structures, and water use equipment. Specify below details of each encumbered water right, or portion of a water right, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use.

[Specifically NRCS encumbers those water rights that fall within the WRP easement as indentified by the legal boundary survey, that are listed in the Klamath Basin Adjudication; Claim #34, Case 178, priority date 1864.]

III. PROTECTION OF ENCUMBERED WATER RIGHTS

(Warranty Easement Deed Part III.E.)

The Landowner shall protect the encumbered water uses and rights identified in II.A. and II.B. above by:

- A. Continuing to use the water for easement purposes so as to not abandon or forfeit any water rights by action or inaction.
- B. Providing NRCS with any reports provided by or to state water officials, of water diversions and evidence of use, such as records of dates of impoundment.
- C. Providing NRCS with all notices concerning water rights, including notices of abandonment or forfeiture, from state water officials.
- D. Allowing NRCS to enter property to continue use of the water right to prevent abandonment or forfeiture.
- E. Attempting to administratively prevent abandonment or forfeiture.
- F. Never changing the water right(s) to another use, including sale or transfer of such water right, or conversion to another conservation use.

³ By its terms, the Warranty Easement Deed also encumbers any water right appurtenant to the easement area that, for whatever reason, is not identified in this Exhibit D.