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2018-000319

Klamath County, Oregon

01/09/2018 09:34:01 AM

Fee: \$112.00

RECORDING REQUESTED; WHEN RECORDED

MAIL TO: Attn: Viola Randall

U.S. Fish and Wildlife Service

Pacific Southwest Region 8, Realty

2800 Cottage Way, Suite W-1832

Sacramento, California 95825

UNITED STATES DEPARTMENT OF THE INTERIOR

U.S. FISH AND WILDLIFE SERVICE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 19<sup>th</sup> day of December, 2017 between VICTOR BASIL BARI and NIKKI ROSE BACCHI BARI, TRUSTEES of the BARI FAMILY TRUST Dated March 8, 2016, their successors, heirs and assigns, hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as Grantee;

WHEREAS the Migratory Bird Conservation Act (16 U.S.C. 715 et seq), as amended, the Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742(a)-754, Endangered Species Act of 1973, as amended (16 U.S.C. 1532-1544, 87 Stat.884), the Land and Water Conservation Fund Act dated September 3, 1964 (78 Stat.897), and the Klamath Basin Water Supply Enhancement Act of 2000 authorizes the Secretary of the Interior to acquire certain lands or interests therein for waterfowl habitat;

ALSO WHEREAS, the easement interest rights in the following described lands are being acquired for administration by the Secretary of the Interior (Secretary) through the United States Fish and Wildlife Service (hereinafter referred to as "USFWS"), and the use, occupation and operation of the reservations retained herein shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary governing the use, occupation, protection and administration of units of the National Wildlife Refuge System under and in compliance with provisions of Section 6 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Refuge Revenue Sharing Act of June 15, 1935, (49 Stat. 381).

NOW THEREFORE, for and in consideration of THREE MILLION, TWO HUNDRED AND SEVENTY-NINE THOUSANDS DOLLARS (\$3,279,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual easement for the maintenance and use of the land and waters described below (hereinafter referred to as the "Easement Lands" and "Easement Waters") for the management of migratory birds and other wildlife on the terms and conditions stated herein. There is included in this Grant of Easement a right of access by designated representatives of the U.S. Fish and Wildlife Service only which includes refuge

personnel, maintenance crews, and authorized volunteers for refuge administration and biological activities, over any and all Easement Lands and those lands as excluded from the Easement Lands but reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. All land under this Grant of Easement remains private; no public access is permitted under the terms of this easement.

The Easement Lands comprise 1,111.60 acres, more or less, all being located in Klamath County, State of Oregon, described in Exhibit A and depicted in Exhibit B. Including a right to pass over, for the purposes of ingress and egress, applying to 15 feet each side of the centerline of the north-south roadway as it presently exists and being approximately an average of 35 feet east of the centerline of Fourmile Canal, described in Exhibit A and depicted in the Inset on Exhibit B. The said right is for employees of the U.S. Fish and Wildlife Service and their contractors, if any, for refuge management and operations purposes, but not public access.

## **SUMMARY OF RIGHTS CONVEYED**

Grantor will convey through this easement the rights to:

- Allow the level of Agency Lake to rise and fall naturally across the Easement Lands.
- Manage and use all Water Rights for the benefit of fish and wildlife, within the constraints of Oregon Water Law.
- To take such actions as the Grantee deems appropriate to restore and protect the integrity of Sevenmile, Fourmile, and Threemile Creeks as naturally functioning drainages across the Easement Lands.
- Conduct livestock grazing across the Easement Lands so as to maximize and maintain wildlife habitat.
- All minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands. The Grantor will not have the ability to access, mine, or enter into contract with a third party to exercise any activities related to the mineral rights.
- Future development for any use other than existing agriculture or activities that the Grantee deems to be compatible with wetland management for migratory birds, waterfowl, and other wildlife. The only change in land use will be from management aimed at grazing to management aimed at wetland and riparian conservation. For example, conversion to cropland or subdivision for development is not permitted.

## **GENERAL PROVISIONS**

1. Upon acceptance of this Grant, the easement interest acquired by the United States shall become a component part of the National Wildlife Refuge System and shall be subject to those laws and regulations pertaining to the National Wildlife Refuge System that are applicable to the easement interests being acquired. Violation of those applicable laws and regulations may subject the violator to civil and/or criminal penalties. Laws and regulations that regulate conduct that does not affect the property interests conveyed to the United States through this Grant of

Easement are not applicable. For example, regulations controlling hunting and fishing or any public use are not applicable since these rights have not been conveyed.

2. This Grant of Easement shall be binding upon, and shall inure to the benefit of, the Grantors, its successors and assigns and Grantee and its assigns.

3. This Grant of Easement imposes no other obligations or restrictions on the Grantors and neither it nor its successors, nor any other person or entity claiming under them, shall be in any way restricted from using all of the subject lands in the customary manner except as provided herein.

4. The Easement Waters described in this Grant of Easement consist of (i) any appropriative water rights held by Grantors to the extent those rights are appurtenant to the Easement Lands, (ii) any waters, the rights to which are secured under contract between the Grantors and any irrigation or water district, to the extent such waters are customarily applied to the Easement Lands. The Easement Waters include legally recognized irrigation water rights.

5. This Grant of Easement is subject to all existing easements and right-of-ways for roads, pipelines, ditches, canals, conduits, telephone and electrical transmission lines, on, over and across said premises, as well as to all covenants, terms and conditions, restrictions, drainage rights, agreements and permits of record or in use.

6. For purposes of this easement, Grantors and Grantee agree to characterize the Easement Lands into Native Grassland/Wetland Habitat Complex. The purpose of this designation is to protect the natural open grassland, natural topography, and natural hydrologic features of this area which provided short grass foraging and wetland habitat for migratory birds. Since the natural connectivity to Agency Lake was severed through agricultural conversion, re-flooding of the native grassland/wetland habitat complex is allowable. If initiated, flooding will be completed through breaching of dikes around Agency Lake to allow the natural ebb and flow of the lake across the Upper Klamath National Wildlife Refuge and the Easement Lands. Repair or replacement of existing water conveyance facilities within this area is permitted. Any additions of new water control structures, levees, and dikes must be approved in advance by the Grantee in writing. The current topographic features and characteristics of the Easement Lands may not be altered except with the timely, written permissions of both the Grantee and the Grantor.

## **GRANTOR'S RIGHTS AND RESPONSIBILITIES**

7. Grantors shall not (i) alter the existing topography or conduct surface disturbing activities aside from routine agricultural maintenance activities, without prior written approval of the Grantee, or (ii) otherwise alter or use the Easement Lands for any purposes inconsistent with this Grant of Easement, or (iii) place any structures on the Easement Lands other than those used for existing agricultural practices or hunting blinds, without prior approval of Grantee.

8. Grantors are not obligated by this Grant of Easement to take any action or to incur any expense related to the maintenance of the Easement Lands as wildlife habitat. Nor are Grantors obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands.

9. Grantors shall not grant any additional easements, rights-of-way, or other interests in the Easement Lands other than a fee or leasehold interest, undivided interest or security interest (mortgage or deed of trust). Grantors shall not grant or otherwise transfer to any other person or entity or to other lands or otherwise abandon or relinquish any Easement Waters without the prior written authorization of Grantee. Such authorization will be given unless the Secretary of Interior, or her or his authorized representative determines that the proposed interest or transfer will interfere with the use of the Easement Lands as waterfowl habitat suitable for migratory birds or interfere with the availability of Easement Waters for the Easement Lands. Unless violated, this paragraph shall not prohibit the transfer of a fee title or leasehold interest in the Easement Lands that is subject to the terms of this Grant of Easement. This paragraph shall also not prohibit future compatible utility easements as authorized by the Grantee.

10. Grantors shall have the right to maintain existing facilities, roads, structures, and fences used on the property for the maintenance of livestock operations and wetland management. Grantors are solely responsible for costs for upkeep and maintenance of the above referenced structures, facilities, roads, and fences.

11. With respect to the grazing of livestock, Grantors may take such actions as it may deem appropriate to perpetuate traditional and historical livestock grazing practices on the Easement Lands. These activities include replacement, reconstruction, operation and maintenance of existing wells, ditches, and levees necessary for livestock watering purposes, and the reconstruction, operation and maintenance of those existing roads, fences, corrals, and loading chutes necessary for livestock operations. Irrigation and fertilization of native uplands and wetlands is prohibited due to the deleterious effects of increased nutrient loads and unnatural water applications on native flora and fauna.

12. The application of all pesticides, fumigants and fertilizers on Easement Lands is prohibited. The application of herbicides and biological controls on the Easement Lands has to comply with all existing or future federal and state regulations. Irrigation and fertilization of native uplands and wetlands is prohibited due to the deleterious effects of increased nutrient loads and unnatural water application on native flora and fauna.

## **GRANTEE'S RIGHTS AND RESPONSIBILITIES**

13. Grantee has the right to immediately stop any activity or use that is prohibited by this Grant of Easement or inconsistent with the purposes of this Grant of Easement. Grantee further has the right to enforce restoration of such features of the Easement Lands that may be damaged by any prohibited or inconsistent activity at Grantor's sole cost and expense. Grantee must give notice in writing to Grantors of an identified default under this easement, and allow a reasonable

period of time, dependent upon the default, for Grantors to comply with the terms of the Easement.

14. Grantee shall have the right, but not the obligation, to graze with livestock, in any year the Grantors do not graze these Easement Lands. The purpose of this grazing is to maintain and improve wildlife habitat.

15. Grantee shall, at their sole cost, have the right, but not the obligation, to post and maintain signs on the Easement Lands to indicate participation in the Grantee's easement program.

16. Grantee has the right to use the existing road only for refuge management and operations purposes.

17. Grantee has the right, but not the obligation, to maintain the existing road to it's condition as of the effective date of this document, excepting any damages resulting from the grantee's use of said road.

**GRANTOR AND GRANTEE MUTUALLY AGREE TO THE FOLLOWING:**

18. Traditional and historical uses of the property, consisting solely of livestock ranching, recreational hunting, fishing, and wildlife observation, shall be permitted.

19. Grazing will be limited to times, locations, and density levels that will not be detrimental to fish and wildlife habitat. This includes no livestock during nesting season, in standing water, or along streams. Grantor will determine appropriate grazing strategies, but Grantee reserves the right to place specific limits on grazing activity if it deems necessary.

20. On all Easement Lands, Grantors and Grantee shall have the right, but not the obligation, to conduct habitat restoration that does not adversely impact wildlife species. A restoration plan for returning Sevenmile, Threemile, and Fourmile Creeks to historic channels will be developed. Grantor and Grantee shall allow each other the right to facilitate with third parties for cost sharing for said restoration. Restoration of these stream systems is a primary goal of this easement.

21. The User of record for all Easement Waters shall be the Grantee which may petition for an inflow or downstream change in the place of use for the benefit of fish and wildlife.

**THE FOLLOWING TERMS AND CONDITIONS RELATED TO THE ENTIRE EASEMENT AREA:**

22. The farming of permanent tree or vine crops such as grapes and orchards, or perennial crops is prohibited. Removal, cutting, or destruction of native vegetation is prohibited.

23. The construction or placement of any commercial, residential, or other buildings, camping accommodations, boat ramps, bridges, levees, flood control structures, mobile homes, permanent tent facilities, Quonset huts or similar structures, underground tanks, billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or line, sewer systems or lines, unless otherwise permitted in this Grant of Easement, is prohibited.

24. The use of any motorized vehicle off designated roadways, except for ranching, farming, hunting and patrolling purposes, is prohibited. The use of motorized vehicles for any recreational activity, other than hunting, is prohibited.

25. The introduction of any non-native plant or animal species particularly certain plants in the attached prohibited Plant List as Described in Exhibit D, is prohibited.

26. The use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, hazardous materials or agrichemicals, is prohibited, except as provided herein. Grantor shall be allowed to use and store hazardous materials and agrichemicals allowed by law for agricultural use in reasonable amounts needed for operation of the Easement Lands, provided such use and storage is in compliance with all applicable laws and with proper spill containment.

27. The creation of any new roadways without the prior written authorization of the Grantee is prohibited.

28. The establishment of any commercial or industrial uses except as expressly permitted herein, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (i) the planting and cultivation of commercial orchards; (ii) the establishment or maintenance of commercial feedlots, which are defined as any open or enclosed area where domestic livestock not owned by the Grantor are grouped together for intensive feeding purposes; (iii) timber production and harvesting; (iv) dairies; (v) gravel mines; (vi) processing facilities for crops or livestock, (vii) development of residential or commercial improvements.

29. The development or expansion of any water on the Easement Lands for hydroelectric power, fish farming or any other commercial purpose, is prohibited.

30. The manipulation or alteration of any natural water feature, including, without limitation, any water course, vernal pool, wetland, stream bank, shoreline or body of water, and activities or uses detrimental to water quality, including but not limited to degradation, pollution of any surface or subsurface waters, or rip-rapping, is prohibited. Activities intended as part of stream, wetland, or grassland restoration are permitted.

31. Grantor shall allow Grantee the right to conduct land and water management activities that pertain to historical traditional uses of the land. Such activities include but are not limited to; cultural practices to facilitate hunting and management on open water, such as mowing annual

vegetation, or disking to control cattails, and other emergent vegetation. Disking would be strictly limited to the stock-watering areas and not allowed in the upland areas.

32. Grantor and Grantee agree to allow for traditional and historical uses conducted on the property. These uses are limited to livestock ranching, recreational hunting, fishing, and wildlife observation.

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IN WITNESS WHEREOF, the Grantor has hereunto set their hands as of the day and year above written.

**BARI FAMILY TRUST Dated March 8, 2016**

By:   
**VICTOR BASIL BARI, Trustee**


By:   
**NIKKI ROSE BACCHI BARI, Trustee**

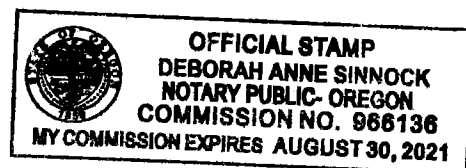
**ACKNOWLEDGMENT**

State of Oregon        }  
                                      }  
County of Klamath    }

On this 19<sup>th</sup> day of Dec., in the year 2017, before me, Deborah Anne Sinnock, a Notary Public in and for said state, personally appeared Victor Basil Bari and Nikki Rose Bacchi Bari, as Trustees of the Bari Family Trust dated March 8, 2016, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that they executed same.

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

  
Notary Public for the State of OR  
Residing at: Klamath Co.  
Commission Expires: 8-30-21





## CERTIFICATE OF ACCEPTANCE

This is to certify that the Secretary of the Department of Interior, acting by and through an authorized representative, U.S. Fish and Wildlife Service's, Realty Officers for its Pacific Southwest Region, hereby accepts on behalf of the United States of America, the real property interest described within the Grant of Easement and consents to recordation thereof.

12/19/17  
Date

Thomas L. Sampson  
Thomas L. Sampson, Realty Officer  
Pacific Southwest Region  
U.S. Fish and Wildlife Service

**EXHIBIT A**  
**TRACT (14C) LEGAL DESCRIPTION**

**PARCEL 1:**

A tract of land situated in Township 34 South, Range 7 ½ East, Willamette Meridian, more particularly described as follows;

Beginning at the intersection of the east section line of Section 6, Township 34 South, Range 7 ½ East Willamette Meridian, and the centerline of the seven mile canal, as now located and constructed; thence northwest along said center line to its intersection with the township line between Township 34 South, Range 6 East, Willamette Meridian and Township 34 South, Range 7 ½ East, Willamette Meridian; thence South along said township to the north line of Parcel 1 of property described in deed recorded August 02, 1961 in Volume 331, Page 367, Deed Records of Klamath County, Oregon; thence East 98 feet, more or less, to the northeast corner of said Parcel 1 of property described in Deed Volume 331, Page 367; thence south along the east line of said deed to the north line of Parcel 2 of the property described in deed recorded August 02, 1961 in Volume 331, page 367, Deed Records of Klamath County, Oregon; thence southeasterly along the north line of Parcel 2 of said deed to its intersection with the east line of the section line common to Sections 19 and 30; thence north along the east line of said section line to the southeast corner of the property described in the deed recorded June 05, 1958 in Volume 299, Page 646, Deed Records of Klamath County, Oregon; thence west along the south line of the real property described in said deed to the center line of the Dixon McQuiston Canal; thence north along the center of said canal to the northwest corner of the real property described in the deed recorded May 17, 1956 in Volume 283, Page 212, Deed Records of Klamath County, Oregon; thence east along the north line of the real property described in said deed to the east line of Section 7; Thence North along the east line of Sections 7 and 6 to the point of beginning.

**EXCEPTING THEREFROM**, that portion lying northerly and westerly of the following described lines:

Beginning at the corner common to Sections 13 and 24, Township 34 South, Range 6 East, Willamette Meridian, and said Sections 18 and 19, as marked by a 1931 G.L.O brass cap monument; thence South 00° 23' 47" West along the west line of said Section 19, 1557.50 feet to the northwest corner of that tract of land as described in Deed Volume 331, Page 367 of the said Klamath County Deed Records; thence East, 98.00 feet to the northeast corner of said Deed Volume 331, Page 367 and being the centerline of Four Mile Canal; thence South 00° 04' 38" East along the east line of said Deed Volume 331 Page 367, to the intersection of the centerlines of Four Mile Canal and an existing canal, said intersection being the true point of the beginning of this description; thence South 74° 27' 51" East along the centerline of said canal, 3243.55 feet, to its intersection with the centerline of the Dixon and McQuiston Canal; thence, along the centerline of said Dixon and McQuiston center canal, North 13° 18' 22" East, 681.05 feet, North 23° 53' 22" West 156.11 feet, and North 00° 13' 57" West 16175 feet, more or less, to its intersection with the centerline of the Seven Mile Canal, with bearings based on Survey No. 3146, as recorded in the Office of the Klamath County Surveyor. The remaining tract contains 1100 acres, more or less.

**ALSO EXCEPTING THEREFROM**, a 0.61 acre tract situated in Sections 19 and 30, Township 34 South, Range 7 ½ East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point in the centerline of Four Mile Canal from which a 1 inch iron pipe with a 2 inch bronze

cap (set by M.D. Price in 1931) marking the section corner common to Sections 19, 24, 25, and 30, Township 34 South, Range 6 and 7 ½ East, bears South 73° 24' 13" West 134.35 feet, more or less; thence South 88° 59' 26" East 61.97 feet, more or less, to a ½ inch rebar, thence South 4° 34' 08" East 80.14 feet to a ½ inch rebar, thence South 39° 58' 12" East 137.90 feet to a ½ inch rebar; thence South 1° 08' 24" West 61.14 feet to a ½ inch rebar, which point is 8.0 feet north of an east-west canal; thence Westerly 155.72 feet, more or less, along a line 8.0 feet north of an east-west canal and a projection thereof to the centerline of Four Mile Canal; thence Northerly 247.78 feet, more or less, along the centerline of Four Mile Canal to the point of beginning, containing 0.61 acres, more or less.

Being the same property as D.B. M82, Page 7560 (Grantor: Bush Creek company; Grantee: Montgomery Drilling, Inc.) and Instrument No. 2006-021743 (Grantor: The Nature conservancy; Grantee: United States of America).

**PARCEL 2:**

A portion of the south half of Section 20, Township 34 North, Range 7 ½ East, Willamette Meridian, described as follows:

Beginning at the intersection of the west line of Section 20 and the north line of property described in Deed Volume 331, Page 367, records of Klamath County, Oregon; thence South 88° 57' East along said north line a distance of 4,700 feet to a point; thence North a distance of 200 feet to a point; thence West to a point on the centerline of a canal running southwesterly through Section 20; thence northwesterly along said centerline of canal to the west line of said Section 20; thence South 2250 feet, more or less, along said west line of Section 20 to the point of beginning.

**PARCEL 3:**

A parcel of land situated in Sections 7 and 18, Township 34 South, Range 7 ½ East Willamette Meridian, more particularly described as follows:

Beginning at a point in the center line of the Dixon and McQuiston center canal, as the same is now located and constructed, from which the section corner at the southeasterly corner of Section 1, Township 34 South of the Range 6 East Willamette Meridian, as established by Norman D. Price, U.S. Cadastral Engineer, between October 31, 1930 and June 22, 1931, bears North 0° 04' West, along said center line of the center canal 4246.0 feet, to a point in the center line of the Seven Mile Canal, as the same is now located and constructed, and South 56° 11' West 3923.8 feet to said corner, and running from said point of beginning East 2006.0 feet, more or less, to a point in the section line marking the easterly boundary of the said Section 7, 1796.6 feet southerly from the corner common to Sections 5, 6, 7, and 8, Township 34 South, Range 7 ½ East Willamette Meridian; thence south 00° 01' 30" West along said section line 3441.4 feet, more or less, to the section corner commons to Sections 7, 8, 17 and 18, Township 34 South, Range 7 ½ East Willamette Meridian; thence South 00° 18' 30" West, along the section line marking the easterly boundary of the said Section 18, 37.6 feet; thence West 2000.3 feet, more or less, to a point in the centerline of the said Dixon and McQuiston center canal; thence North 00° 04' West, along the canal center line 3479.0 feet, more or less, to the point of beginning.

**PARCEL 4:**

A parcel of land situate in Section 18, Township 34 South, Range 7 ½ East Willamette Meridian more particularly described as follows:

Beginning at the point in the center line of the Dixon and McQuiston center canal, as the same is now located and constructed, from which the section corner at the southeasterly corner of Section 1, Township 34 South, Range 6 East Willamette Meridian, as established by Norman D. Price, U.S. Cadastral Engineer, between October 31, 1930, and June 22 1931, bears North 00° 04' West along said center line of center canal, 7755.0 feet to a point in the center line of the Seven Mile Canal as the same is constructed, and South 56° 11' West 3923.8 feet to a said corner, and running from said point of beginning East 2000.3 feet, more or less, to a point in the section line marking the easterly boundary of said Section 18, 37.6 feet southerly from the section corner common to Sections 7, 8, 17, and 18, Township 34 South, Range 7 ½ East Willamette Meridian; thence South 00° 18' 30" West along the said section line 3504.5 feet; thence West 1977.3 feet, more or less, to a point in the centerline of the said Dixon and McQuiston center canal; thence North 00° 04' west along the canal center line 3504.4 feet, more or less, to a point of beginning.

**PARCEL 6:**

All that property in Sections 29 and 30, Township 34 South, Range 7 ½ East Willamette Meridian, lying north of the following described property:

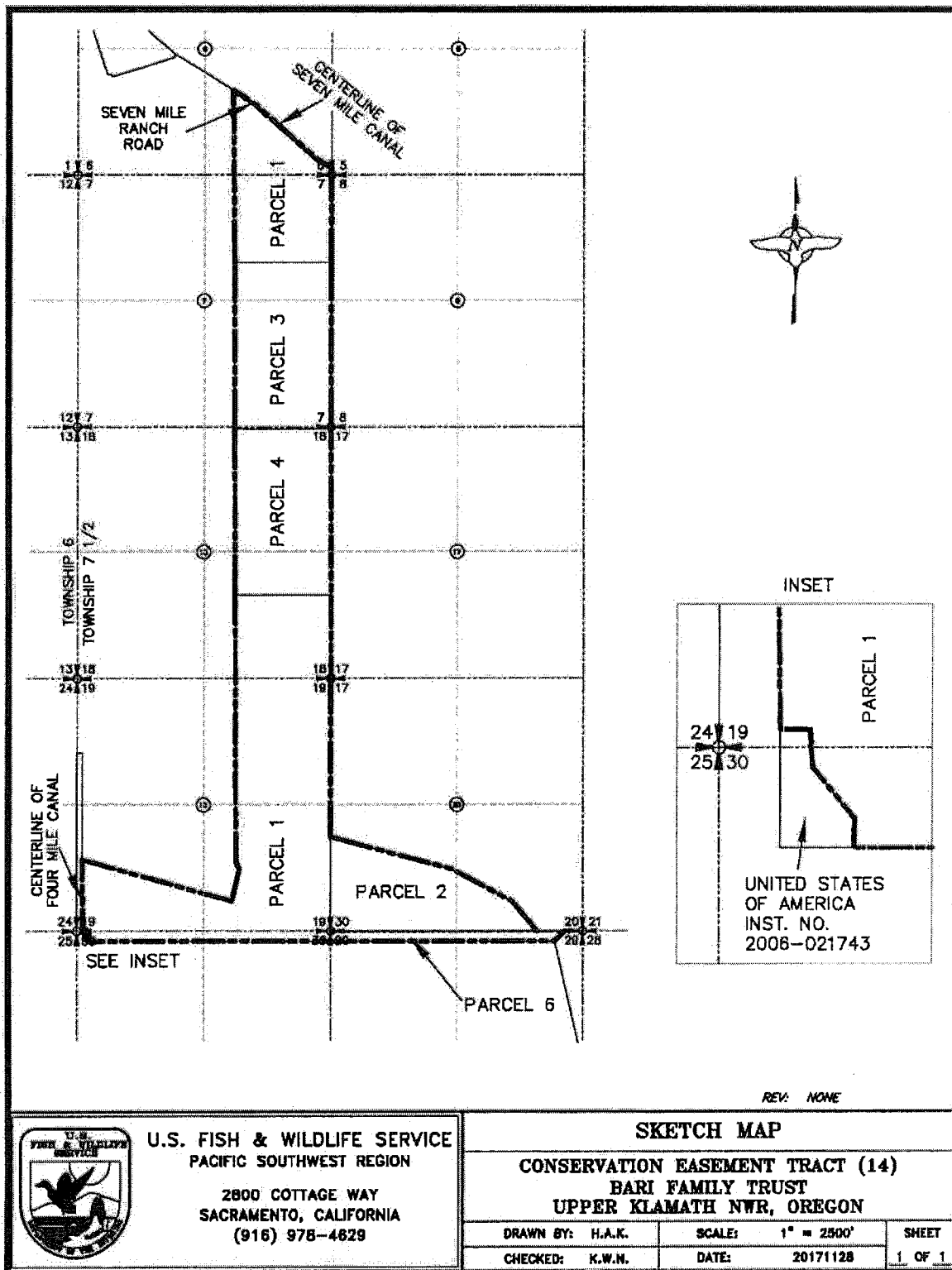
Beginning at the intersection of the centerline of Four Mile Canal and a line 8.0 feet north of the northerly bank of an east-west canal from which a 1 inch iron pipe with a 2 inch bronze cap (set by M.D. Price in 1931) marking the section corner common to Sections 19, 24, 25 and 30, Township 34 South, Range 6 and 7 ½ East Willamette Meridian, bears North 31° 35' 07" West 245.82 feet, more or less; thence easterly along a line 8.0 feet north of the northerly bank of said east-west canal through Sections 29 and 30 to the easterly boundary of "Parcel 2" described in Volume 242, Page 532 of the Klamath County deed records.

**EXCEPTING THERE FROM**, a 0.61 acre tract situated in Sections 19 and 30, Township 34 South, Range 7 ½ East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point in the centerline of Four Mile Canal from which a 1 inch iron pipe with a 2 inch bronze cap (set by M.D. Price in 1931) marking the section corner common to Sections 19, 24, 25, and 30, Township 34 South, Range 6 and 7 ½ East, bears South 73° 24' 13" West 134.35 feet, more or less; thence South 88° 59' 26" East 61.97 feet, more or less, to a ½ inch rebar, thence South 4° 34' 08" East 80.14 feet to a ½ inch rebar, thence South 39° 58' 12" East 137.90 feet to a ½ inch rebar; thence South 1° 08' 24" West 61.14 feet to a ½ inch rebar, which point is 8.0 feet north of an east-west canal; thence Westerly 155.72 feet, more or less, along a line 8.0 feet north of an east-west canal and a projection thereof to the centerline of Four Mile Canal; thence Northerly 247.78 feet, more or less, along the centerline of Four Mile Canal to the point of beginning, containing 0.61 acres, more or less.

Being the same property as D.B. M82, Page 7560 (Grantor: Bush Creek company; Grantee: Montgomery Drilling, Inc.) and Instrument No. 2006-021743 (Grantor: The Nature conservancy; Grantee: United States of America).

# **EXHIBIT B** Sketch Map



## EXHIBIT C

The following list contains most of the native trees and shrubs considered desirable for wildlife and riparian plant communities in the Easement and may be planted without permission in areas designated as Poned Areas. This list is not intended to be all-inclusive and other species may be desirable under some circumstances. Plants not on the list may not be introduced on Poned Areas without written permission from the Grantee.

### Approved Tree and Shrub Species

<u>Common Name</u>	<u>Scientific Name</u>
Willow	<i>Salix spp.</i>
Red Alder	<i>Alnus rubra</i>
Black Cottonwood	<i>Populus trichocarpa</i>
Quaking Aspen	<i>Populus tremuloides</i>

\*See Common Plants of the Upper Klamath Basin as a resource:

<http://rabeconsulting.com/pdf/common-plants-of-upper-klamath-basin.pdf>

## EXHIBIT D

The following list contains the prohibited native trees and shrubs considered non-desirable for wildlife and riparian plant communities in the Easement and may not be planted in the Easement Area. This list is not intended to be all-inclusive and other species may be un-desirable under some circumstances.

### Not Approved Tree and Shrub Species for the Entire Easement Area

<u>Common Name</u>	<u>Scientific Name</u>
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Not approved, noxious non-woody plant species for the entire easement area

<u>Common Name</u>	<u>Scientific Name</u>
Matgrass	<i>Nardus Stricta</i>
Medusahead rye	<i>Taeniantherum caput-medusae</i>
Yellow flag iris	<i>Iris pseudacorus</i>
Purple loosestrife	<i>Lythrum salicaria</i>
Mediterranean sage	<i>Salvia aethiopsis</i>
Poison hemlock	<i>Conium maculatum</i>
Dalmatian toadflax	<i>Linaria dalmatica</i>
Yellow toadflax	<i>Linaria vulgaris</i>
Sulfur cinquefoil	<i>Potentilla recta</i>
Leafy spurge	<i>Euphorbia esula</i>
Russian knapweed	<i>Acropitlon repens</i>
Plumeless thistle	<i>Carduus acanthoides</i>
Musk thistle	<i>Carduus nutans</i>
Diffuse knapweed	<i>Centaurea diffusa</i>
Rush skeletonweed	<i>Chondrilla juncea</i>
Canada thistle	<i>Cirsium arvense</i>
Tansy ragwort	<i>Senecio jacobaea</i>
Scentless false mayweed	<i>Tripleurospermum perforatum</i>

\*See Klamath County Noxious Weed Identification One and Near Federal Forest Lands as resource:

<http://rabeconsulting.com/pdf/klamath-county-noxious-weed-identification.pdf>