

After recording return to:
Northwest Title Company
P.O. Box 1239
McMinnville, Oregon 97128

Return Tax Statements to:
No change

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK



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U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC-1234
10-96
OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. _____

THIS WARRANTY EASEMENT DEED is made by and between HERMAN A. JOHANSEN AND MARGARET

K. JOHANSEN of 1805 Nehemiah Lane, McMinnville, Oregon 97128
(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through
the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the
United States are jointly referred to as the "Parties."

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 CCC 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.

NOW THEREFORE, for and in consideration of the sum of ONE HUNDRED SIX THOUSAND TWO HUNDRED *
Dollars (\$ 106,260.00), 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.

*SIXTY AND NO/100-----
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.

NORTHWEST TITLE COMPANY

1-5-99

1/9

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 CCC 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 CCC 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 CCC 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. CCC shall

66-5-1

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 onto 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 CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC 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 CCC 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.

1-5-99

PART VII. Special Provisions (if any).

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 5th day of January, 1999.

Landowner(s):

) Herman A. Johansen (Seal)
Herman A. Johansen
) Margaret K. Johansen (Seal)
Margaret K. Johansen

1-5-99

Acknowledgment

In the State of ~~California~~ OREGON, County, ~~North of City of~~
Yamhill, on this 5th day of January, 1999, before me, the undersigned,
a Notary Public in and for said jurisdiction, personally appeared
HERMAN A. JOHANSEN and MARGARET K. JOHANSEN

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that
THEY executed the same as THEIR free act and deed,

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

(NOTARIAL SEAL)

Shirley A. Sondena
Notary Public



My Commission Expires: 06-21-2002

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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.

1-5-99

6/9

EXHIBIT "A"

A tract of land in Section 21, Township 4 South, Range 4 West, W.M., being a part of the Nehemiah Martin Donation Land Claim No. 83, Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron rod set in CS-10659 on the South line of that certain tract of land as described in deed from White to Johansen and recorded as Parcel 1 of Film Volume 107, Page 1131, Yamhill County Deed records, said iron rod bears North 78°07'53" West 273.11 feet (Basis of Bearings CS-10659) from a stone at the Southeast corner of the Chappell tract as described in Book 53 at Page 380 Yamhill County Deed Records; thence North 26°38'29" East 562.78 feet to an iron rod; thence North 49°24'30" East 760.89 feet to an iron rod; thence North 54°45'04" East 181.83 feet to an iron rod; thence South 26°14'44" East 59.69 feet to an iron rod; thence North 63°19'52" East 560.85 feet to an iron rod set on the East line of that certain tract of land as described in deed from Moore et. al, to Johansen and recorded as Parcel 1 of Film Volume 90 at Page 2150; thence North 00°12'24" East 370.99 feet more or less along said East line to the North line of the Nehemiah Martin Donation Land Claim No. 83; thence North 61°31'41" West 597.44 feet to the most Northerly corner of said claim; thence South 21°33'13" West 98 feet more or less along the Westerly line of said Parcel 1 to the center of the South Yamhill River; thence Westerly and Southerly 2700 feet more or less up the center of said river to the Southwest corner of Parcel 2 of film Volume 107 at Page 1131; thence South 72°15' East 40 feet more or less along the South line of said tract to the right bank of the river at the low water mark; thence Southerly 790 feet more or less along said low water mark to the Southwest corner of said Johansen tract (Parcel 1 of Film Volume 107, Page 1131); thence South 78°07'53" East 830 feet more or less along the South line of said tract to the point of beginning.

EXCEPTING THEREFROM that part lying within roads and highway.

1-5-99

7/9

Subject to the following of record:

2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.
3. Taxes for the year 1998-99 and possibly prior years have been deferred pursuant to ORS 311.673 to 311.675. These, plus earned interest are due and payable when said reason for the deferral no longer exists. (Oregon Acct. No. AJ36021005)
4. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
5. Easement from Taylor T. Potter and Jane Potter, husband and wife, to the United States of America recorded in Book 117, Page 204, Deed Records.
6. Easement created by instrument, including the terms and provisions thereof for right-of-way to the City of McMinnville by and through the Water and Light Commission as in Film Volume 89, Page 887, Deed and Mortgage Records.
7. The rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of the Yamhill River and the ownership of the State of Oregon in that portion lying below the high water mark thereof.

66-5-1

8/9

No Exhibit "B" attached to this document.

66-5-1

9/9

Record of Survey for : Natural Resources Conservation Service

Sections 21 & 28, T. 4 S., R. 4 W.,
Part of the Nehemiah Martin DLC #83
Yamhill County, Oregon
Tax Lot: 4421 - 900, 1200, 1300
Date: 12 August 1998

Legend

- = monument found, flush to 0.2' down, in good condition unless otherwise stated. Origin stated if known.
- = set 5/8" iron rod with yellow plastic cap marked "Dunckel PLS 1942"
- x — = existing fence line
- () = data of record
- - - - - = Proposed southerly line of Easement

Received 9-14-98
County Surveyor

By: Matt Dunckel & Assoc.
19010 Baker Creek Rd.
McMinnville, Oregon 97128
Phone: 472-7904

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Matt Dunckel

OREGON
July 15, 1981
MATTHEW E. DUNCKEL
1942

Expires 31 December 1999

Scale: 1" = 200'

Narrative

The purpose of this survey is to mark and describe the proposed easement from JOHANSEN to the NATURAL RESOURCES CONSERVATION SERVICE as shown here on. Existing monumentation was held per my previous surveys to the southeast and southwest. Basis of Bearings is from CS-10569 my survey for NATURAL RESOURCES CONSERVATION SERVICE and HITCHCOCK abutting JOHANSEN to the south. Three Mile Lane center line was calculated thru my previous location of pk nails found at highway center line as shown in CSP-9480 for ABDERHALDEN. There is a deed gap between the JOHANSEN tract and the north line of QUAIL RIDGE which held to monuments which were set without properly determining the north line of Hammett's Brick-Yard as shown on F.W. MARTIN'S ADDITION. The southwest corner of Pcl. 1 FV 90 P 2150 is called due west of the northwest corner of "Himmett" four acre tract and the next call is East 7.87 chains to the northeast corner of PROUTY. The north line of the PROUTY tract runs west 7.62 chains from the northeast corner of HAMMETT'S tract leaving .25 of a chain difference. I extended the north line of HAMMETT'S BRICK-YARD west 16.50 feet and checked to the west line of Pacific St. extended 0.43' long. The east line of JOHANSEN was set along the east line of the FULL tract which is an extension of the west line of Pacific Street. The south line of JOHANSEN is held as monumented in CS-10569.

