

**PUBLIC LANDS ADVISORY COMMITTEE (PLAC)**

**Property Transaction Review Summary**

**October 25, 2018 Meeting**

**OREGON DEPARTMENT OF FISH AND WILDLIFE**

***Anderson/Klamath Acquisition***

Transaction Type (check one):     Acquisition             Disposal

**I. Proposed Real Property Transaction:**

ODFW requests approval to purchase 214 acres in Klamath County located on Miller Island adjacent to Klamath Wildlife Area. This acquisition will provide public access for hunting, trapping, wildlife viewing, and fishing, while reducing damage to private agriculture by attracting waterfowl during peak migration periods.

**II. Reason for PLAC Review:**

- In compliance with ORS 270.120 (6), the PLAC shall advise Agency and DAS on the acquisition of this property.
- ODFW requests that PLAC recommend acquisition of the subject property at the appraised price of \$145,000 (\$672/acre).

**III. Background Information:**

**ODFW wishes to purchase the underlying fee title interest to approximately 215.71 acres of land immediately adjacent to the Klamath Wildlife Area. The property is already subject to a USDA/NRCS (National Resource Conservation Service) permanent easement prohibiting agricultural uses and including other limitations. NRCS paid \$678,000 in 2013 (\$3,143 per acre). (The attached title report contains a link to the NRCS easement as Exception # 19). ODFW feels that purchase of the underlying fee interest will allow it to control the uses of the property such that it will benefit and add to the utility of the existing adjacent wildlife area. The ODFW Commission is expected to approve this acquisition at its meeting in Klamath Falls on October 11th/12<sup>th</sup>.**

**The Value of Wildlife Areas**

The Oregon Department of Fish and Wildlife owns lands to serve the needs of wildlife, as well as public recreation. Establishment and maintenance of wildlife areas and other resource properties is an integral part of ODFW's Mission to "protect and enhance Oregon's fish and wildlife and their habitats for use and enjoyment by present and future generations." Wildlife-oriented recreation opportunities such as hunting, fishing, hiking and viewing provide positive economic benefits to their local communities. Securing places for wildlife in Oregon began with the purchase of Summer Lake Wildlife Area.

**Klamath Basin**

*History and Importance:* The natural ecosystem of the Klamath Basin has been altered since the arrival of European settlers in the late 1800's with a high percentage of wetlands converted into agriculture. Meanwhile water rights and usage continue to be a complex and challenging issue in the area. Klamath Basin continues to be an important resident and migratory stop over for birds in the Pacific Flyway. Counts indicate use peaks of one-half million waterfowl in the spring and one million in the fall. Extensive food and resting areas are needed to support these populations and prevent

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depredation to private agriculture. Socially and economically wildlife viewing and hunting is an extremely important aspect of the Klamath Basin Community and it is the departments mission to protect Oregon's fish and wildlife and their habitats for the use and enjoyment by present and future generations.

#### **Klamath Wildlife Area**

Klamath Wildlife Area was established in 1958, with primary objectives of protecting and improving waterfowl habitat and providing a public hunting area. The wildlife area consists of four parcels of acreage in Klamath County, in south-central Oregon. The largest parcel is located along State Highway 97, six miles south and west of Klamath Falls (Miller Island) and an additional parcel is located six miles downriver. The other two parcels are on the west side of Upper Klamath Lake. The wildlife area is 3,412 acres in size at present.

#### **Anderson Property**

Frank Anderson, the property owner, approached the Department to see if we were interested in purchasing his 214 acres located on Miller Island in Klamath Falls. The property has been in Frank's family for generations and was originally used for pasture. Due to wetland characteristics of the property attempts at raising alfalfa were unsuccessful, he then enrolled the property in a NRCS permanent Wetland Reserve Program easement to protect, restore, and enhance wetlands on the property. This effort fits well with the Klamath Wildlife Area Management Plan provisions that acquisitions "... must be for conservation of fish and wildlife and their habitats and to provide fish and wildlife oriented public use for educational and recreational purposes." The Anderson property is adjacent to the Klamath Wildlife Area and NRCS has already committed resources to restore wetland operations and fence the property in 2018. This acquisition will provide public access for hunting, trapping, wildlife viewing, and fishing, while reducing damage to private agriculture by attracting waterfowl during peak migration periods.

#### **PUBLIC INVOLVEMENT**

One public meeting was held in Klamath Falls to provide information on the proposed land acquisition and garner public input.

Information on the acquisition and invitations for the public meeting were provided to the Klamath County Commission.

#### **ANALYSIS**

Klamath Wildlife Areas Vision/Mission Statement: Protection and enhancement of habitat for all endemic wildlife, provide wildlife resources for use and enjoyment by present and future generations while reducing waterfowl depredation on adjacent private lands.

The 214 acre property consists of 40 acres of uplands and 174 acres of wetlands which will be managed as a palustrine seasonal to semi-permanent wetland. The property has 1879 water rights of 4.89 cfs on 195 acres.

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Flood irrigation will be utilized where possible with the existing irrigation water right from the Klamath River.

Grazing will be utilized post nesting season starting anywhere from late summer to late winter depending on forage conditions to pre-condition upland vegetation in preparation for spring migrating goose usage.

Spring through early summer uplands will be managed as a nesting and forage area for a variety of bird species including but not limited to passerines and waterfowl.

The property will provide additional hunting, trapping, wildlife viewing and educational opportunities. At present a total of 21,000 users visit Klamath Wildlife Area, Miller Island Unit yearly with 14,000 of those being viewing, 2,400 hunters and 4,650 others. Visitor use on/to the property (hunting, viewing, other recreation) will be administered the same as the rest of the Miller Island Unit. An additional parking area will be built on existing ODFW property to accommodate users.

Funding for this project will come from the Waterfowl Stamp Fund. No ODFW license funds will be used towards the purchase of this property. As with other ODFW properties, the Department will pay in-lieu of taxes.

**IV. Topics for PLAC Consideration.**

- Recommend that ODFW proceed with purchase, or not.

**V. Staff Comments:**

- Appraisal, Preliminary Title Report, and Purchase and Sale Agreement are attached.

**VI. PLAC Findings:**

- At the October 25, 2018 meeting of the PLAC, Sara King made a motion to accept the report, John Brown seconded and the motion was unanimously approved.



**POWELL BANZ**  
VALUATION

**VALUATION SERVICES**

Real Estate Appraisal  
Consulting  
Litigation  
Estate Planning  
Feasibility Analysis  
Rent Surveys

**PROPERTY TYPES**

Land  
Subdivisions  
Multi-Family  
Single-Family  
Industrial  
Office  
Medical  
Retail  
Public  
Religious  
Parks / Open Space  
Farms / Agricultural  
Specialty

**SERVING**

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Washington  
Idaho  
Northern California

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**REAL ESTATE  
APPRAISAL REPORT**



Photo 11707-6 taken April 11, 2018

**ANDERSON YELLOW BOOK**  
39S 08E (TL 5800) and 39S 08E 36 (TL 300)  
Midland, Klamath County, Oregon 97634  
**ODFW Tracking #: 835-043-18**

**PREPARED FOR**

Richard Duncan, Realty Specialist  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

**PREPARED BY**

Daniel P. Harms, MAI  
Katherine Powell Banz, MAI  
PBV File Number: P181202

**EFFECTIVE DATE OF VALUE**

As Is Date of Value: April 11, 2018

**POWELL BANZ VALUATION, LLC**



April 17, 2018

Richard Duncan, Realty Specialist  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

**RE: Anderson Yellow Book**  
39S 08E (TL 5800) and 39S 08E 36 (TL 300)  
Midland, Klamath County, Oregon 97634  
**ODFW Tracking #: 835-043-18**

Dear Mr. Duncan:

As requested, the captioned property has been valued using generally accepted appraisal principles and practices. The report is intended to comply with the development and report requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice (USPAP)*, and the Appraisal Institute. A copy of your engagement contract is included in the Addenda.

The subject larger parcel is comprised of two tax lots totaling 215.71 AC (per the Klamath County Geographic Information System) of land in rural Klamath County (Midland, Oregon, near Klamath Falls). It is zoned for cropland and grazing use, has typical soils and slopes for the region, and has Klamath River frontage.

However, the entirety of the subject larger parcel is encumbered by a United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement. This permanent easement prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

**The Oregon Department of Fish and Wildlife (ODFW) intends to acquire fee title to the two tax lots (representing the entirety of the subject larger parcel) to protect habitat for fish and wildlife.**

**The purpose of this appraisal is to determine the market value of the subject larger parcel (proposed total acquisition).**

Based on our investigation and analysis of available information, the concluded value, as of April 11, 2018, was:

<b>AS IS MARKET VALUE CONCLUSION</b>	<b>DATE</b>	<b>VALUE</b>
Subject Larger Parcel (Proposed Total Acquisition):	April 11, 2018	\$ 145,000

Note, exposure time is not specified in this appraisal report. This omission is required under the requirements of the UASFLA (Sixth Edition). USPAP (2018-2019 edition) requires the appraiser to consider an estimate of exposure time, and to report it in the appraisal report when exposure time is a component of the definition for the value opinion being developed.

Since exposure time is a component of the market value definition per USPAP, the omission of reporting exposure time under UASFLA requirements constitutes a jurisdictional exception to USPAP for this assignment.

We have performed no services as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this agreement.

This appraisal is subject to the conditions and comments presented in this report. If any questions arise concerning this report, please contact the undersigned.

Sincerely,

**POWELL BANZ VALUATION, LLC**



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April 17, 2018  
Daniel P. Harms, MAI  
OR Certified General Real Estate Appraiser  
License No. C001113  
Expiration Date: January 31, 2020



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April 17, 2018  
Katherine Powell Banz, MAI  
OR Certified General Real Estate Appraiser  
License No. C000897  
Expiration Date: August 31, 2018

KJB:dph  
Yellow Book Appraisal Report  
P181202

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## **ADDENDA**

Professional Services Contract  
ODFW Land Acquisition Nomination Form  
Assessment Data & Legal Descriptions  
Preliminary Title Report  
Easement Records  
Water Rights  
Data Sheets  
Appraiser Qualifications  
Appraiser Certifications

## EXECUTIVE SUMMARY

PROPERTY INFORMATION	
<b>Property Name:</b>	<b>Anderson Yellow Book</b>
<b>ODFW Tracking #:</b>	<b>835-043-18</b>
Address:	Public Road Off Highway 97 Midland, Klamath County, Oregon 97634
Larger Parcel Tax Accounts:	R492229 & R502352
Larger Parcel Map and Tax Lots:	39S 08E (TL 5800) and 39S 08E 36 (TL 300)
Property Type:	Land
Historic Use/Current Use:	Grazing/Waterfowl Hunting & Passive Recreation
Proposed Use:	Wetland Conservation & Fish and Wildlife Habitat Protection
Owner of Record:	<b>Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006</b>
SITE CHARACTERISTICS: LARGER PARCEL BEFORE ACQUISITION	
Land Area:	215.71 AC
Zoning Designation:	EFU -CG (Exclusive Farm Use – Cropland/Grazing) by Klamath County
HIGHEST AND BEST USE: LARGER PARCEL BEFORE ACQUISITION	
As if Vacant:	Waterfowl Hunting/Passive Recreation
Most Probable Buyer:	Owner/User, Adjacent Property Owner
VALUATION INFORMATION: LARGER PARCEL BEFORE ACQUISITION	
Cost and Income Approaches:	Not Presented
Sales Comparison Approach:	\$ 145,000
SITE CHARACTERISTICS: TOTAL ACQUISITION	
Land Area:	215.71 AC (Entirety of larger parcel)
Description:	Entirety of 39S 08E (TL 5800) and 39S 08E 36 (TL 300)
AS IS MARKET VALUE CONCLUSION	
<b>Effective Date of Value:</b>	<b>April 11, 2018</b>
<b>Subject Larger Parcel (Proposed Total Acquisition):</b>	<b>\$ 145,000</b>

# **PRELIMINARY APPRAISAL INFORMATION**

## **SCOPE OF WORK**

Scope of Work is defined in *2018-2019 USPAP* as “the type and extent of research and analyses in an assignment.” The scope of work addresses the application and extent of the development process. It can include, but is not limited to: the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data researched and the type and extent of analyses applied to arrive at opinions or conclusions. The seven items used in defining the scope of work and the proposed solution are discussed in detail below:

This appraisal report is designed to inform the reader of all factors influencing the property's value in a clear and concise manner. The Preliminary Appraisal Information section provides an overview of the property and general information. The Description section starts with general regional issues and proceeds to more specific issues directly related to the property. The Highest and Best Use section establishes the premise upon which the property is valued.

The goal of the appraisers is to produce a credible value conclusion. Credible is defined in *2018-2019 USPAP* as “worthy of belief.”

The subject larger parcel is comprised of two tax lots totaling 215.71 AC (per the Klamath County Geographic Information System) of land in rural Klamath County (Midland, Oregon, near Klamath Falls). It is zoned for cropland and grazing use, has typical soils and slopes for the region, and has Klamath River frontage.

However, the entirety of the subject larger parcel is encumbered by a United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement. This permanent easement prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

**The Oregon Department of Fish and Wildlife (ODFW) intends to acquire fee title to the two tax lots (representing the entirety of the subject larger parcel) for wetland conservation and fish and wildlife habitat protection.**

In order to conclude a credible market value opinion, a meeting of the minds between the client and appraisers determined that the Valuation section focuses on the **market value of the subject larger parcel (proposed total acquisition).**

In total acquisitions, the *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires that compensation is measured by the market value of the property acquired.

This report utilizes the Sales Comparison Approach to value the subject larger parcel (proposed total acquisition).

All comparable data has been verified by either a party to the transaction or an agent, unless otherwise identified. Supporting information is attached in the Addenda.

## **CLIENT**

The client for this appraisal is The Oregon Department of Fish and Wildlife.

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **OTHER INTENDED USERS**

None.

### **INTENDED USE**

The purpose of this appraisal is to estimate the market value of the proposed fee acquisition, as described in this report.

Without prior written approval from the authors, **the use of this report is limited to establishing a basis for negotiations with the current property owner to purchase the subject larger parcel.** All other uses are expressly prohibited. Reliance on this report by anyone other than the client for a purpose not set forth above is prohibited. The authors' responsibility is limited to the client.

### **TYPE OF VALUE**

The "**As Is**" Value represents the value of the subject property or property components, in their current status or statuses as of the date of inspection.

### **INSPECTION DATE**

April 11, 2018

### **EFFECTIVE DATE OF VALUE**

As Is Value: April 11, 2018

### **DATE OF REPORT**

April 17, 2018

### **PROPERTY CHARACTERISTICS**

The subject larger parcel is comprised of two tax lots totaling 215.71 AC (per the Klamath County Geographic Information System) of land in rural Klamath County (Midland, Oregon, near Klamath Falls). It is zoned for cropland and grazing use, has typical soils and slopes for the region, and has Klamath River frontage.

However, the entirety of the subject larger parcel is encumbered by a United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement. This permanent easement prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **ASSIGNMENT CONDITIONS**

- An inspection of the subject larger parcel (proposed acquisition area).
- Contacting the client representatives and subject larger parcel's property owner for inspection invitations/interviews.
- Inspecting the subject property neighborhood.
- Gathering and confirming land sales and anecdotal data from the immediate area and competing marketplaces.
- Daniel P. Harms, MAI inspected all comparable data referenced in this report in person.
- Highest and best use analysis.
- The application of the Sales Comparison Approach to arrive at an indication of value for the proposed acquisition.
- A review of the written report.

### **APPRAISER ASSISTANCE**

None.

### **DEFINITION OF MARKET VALUE**

As defined by the *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)*:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."

### **PROPERTY RIGHTS APPRAISED**

**Fee Simple Estate**, defined in *The Dictionary of Real Estate Appraisal, Sixth Edition (2015)*, Appraisal Institute, as:

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

### **SPECIFIED FINANCING**

Cash to seller, with or without financing; considered to be cash equivalent.

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **OWNERSHIP AND SALES HISTORY ANALYSIS**

According to Klamath County Assessor's records, the subject larger parcel [comprised of 39S 08E (TL 5800) and 39S 08E 36 (300)] is currently vested under the ownership of **Frank Andrew Anderson and Susan Marie Anderson (as trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006)** (see larger parcel determination).

The *Uniform Appraisal Standards for Federal Land Acquisitions* require analysis of the transactions involving the subject over the past 10 years, together with the last sale of the subject irrespective of the date of sale.

Based on preliminary title reports, County Records and conversations with the subject larger parcel owners, only one transaction involving the subject larger parcel has occurred within the previous 10 years.

In January of 2013, the United States Government, by and through the Commodity Credit Corporation (CCC), and the United States Department of Agriculture's (USDA) National Resources Conservation Service (NRCS), acquired a permanent Wetlands Reserve Program (WRP) easement across the subject larger parcel. **The recorded consideration was \$678,076.00 (\$3,143.46/AC).**

The subject larger parcel owners (Mr. Frank Anderson and Mrs. Susan Anderson) stated they applied for this voluntary easement, could not recall if an appraisal of the property was performed, nor could they recall the methodology utilized to value the easement.

The client (ODFW) was unable to provide contact information for NRCS representatives, and therefore we were unable to interview them concerning the 2013 transaction.

Based on our knowledge of irrigated agricultural land, and easement valuation methodology, the 2013 easement purchase appears to have been at or near market levels at the time.

**However, as the subject larger parcel is now encumbered with the easement, the 2013 transaction price is not indicative of the current market value for the subject larger parcel.**

**No other transactions involving the subject larger parcel have occurred in the last 10 years and the subject larger parcel is not currently listed for sale.**

However, the property owner to the adjacent north recently offered the Andersons \$150,000 for the subject larger parcel. The neighbor desires the subject larger parcel for waterfowl hunting. **This informal offer appears to be at or near market levels.**

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **ASSESSMENT INFORMATION**

The 2017/18 assessment by the Klamath County Assessor's Office is summarized in the following table:

Tax Account	Map and Tax Lot	Platted Size (AC)	Real Market Value			Assessed Value (M50)	2017/18 Taxes	Tax Rate
			Land	Improvements	Total			
R492229	39S 08E (TL 5800)	166.68	\$ 6,160	\$ -	\$ 6,160	\$ 6,160	\$ 51.24	\$8.3186
R502352	39S 08E 36 (TL 300)	47.92	\$ 1,770	\$ -	\$ 1,770	\$ 1,770	\$ 14.76	\$8.3186
<b>Total</b>		<b>214.60</b>	<b>\$ 7,930</b>	<b>\$ -</b>	<b>\$ 7,930</b>	<b>\$ 7,930</b>	<b>\$ 66.00</b>	

Source: Klamath County Assessor's Office

RMV as of July 2017, certified October 2017 by Klamath County

Based on information from the Assessor's Office, the subject larger parcel is assessed by Klamath County using land tables (Class 8 wetland soils), and factors in the NRCS/WRP conservation easement.

Our concluded market value (\$145,000), however, utilizes recent and proximal land sales. **The market value of the subject larger parcel concluded in this report is reasonable, credible, and well-supported.**

### **LEGAL DESCRIPTION**

Please refer to the Addenda for a full legal description of the subject larger parcel (proposed total acquisition).

### **INSPECTION**

Per the *Uniform Appraisal Standards for Federal Land Acquisitions*, the property owner or representative must be given an opportunity to accompany the acquiring agency's appraiser during the inspection of the property.

Date of Inspection: April 11, 2018

Owner: Mr. Frank Anderson and Mrs. Susan Anderson accompanied Daniel P. Harms, MAI on the inspection.

Powell Banz Valuation, LLC: Daniel P. Harms, MAI (April 11, 2018) and Katherine Powell Banz, MAI (April 12, 2018)

Extent of Inspection: A physical inspection of the subject larger parcel was performed.

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **SOURCES OF INFORMATION**

The following sources were contacted to obtain relevant information:

<b>Source</b>	<b>Information</b>
Richard Duncan (Realty Specialist with The Oregon Department of Fish and Wildlife)	Subject information, proposed fee acquisition information.
Frank and Susan Anderson Klamath County Assessor's Office	Subject information. Subject data; taxation and assessment information.
Klamath County Planning Division	Zoning information.
<i>Realquest</i>	Subject data, comparable research.
Multiple brokers and real estate professionals	Local area data; comparable confirmation.
CoStar	Comparable research.
Klamath County Association of Realtors Multiple Listing Service (KCAR)	Comparable research.
Willamette Valley Multiple Listing Service (WVMLS)	Comparable research.
Regional Multiple Listing Service (RMLS)	Comparable research.
County Deed Records	Comparable research.

### **COMPETENCY RULE**

We are aware of the competency rule as detailed in *USPAP*, and with our understanding, we possess the education, knowledge, technical skills, and practical experience to complete this assignment competently, in conformance with the stated regulations. We have appraised numerous wetland encumbered parcels of land in the State of Oregon in recent years. Further, we have performed numerous acquisition/condemnation appraisal assignments throughout the State of Oregon.

### **PERSONAL PROPERTY, FIXTURES, AND INTANGIBLE ITEMS**

No personal property, trade fixtures, or intangible items were included in this valuation.

### **USE OF RECOGNIZED APPRAISAL APPROACHES**

In total acquisitions, the *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires that compensation is measured by the market value of the property acquired.

**This report utilizes the Sales Comparison Approach to value the subject larger parcel (proposed total acquisition).**

The Income Capitalization and Cost Approaches are not typically relevant to land valuation. The exclusion of these approaches does not weaken the final value conclusion.

### **UNAVAILABILITY OF INFORMATION**

All information necessary to develop an estimate of value of the subject property was available to the appraisers.

## **PRELIMINARY APPRAISAL INFORMATION (continued)**

### **EXPOSURE TIME AND MARKETING PERIOD**

Note exposure time is not specified in this appraisal report. This omission is required under the requirements of the *UASFLA (Sixth Edition)*. *USPAP (2018-2019 edition)* requires the appraiser to consider an estimate of exposure time, and to report it in the appraisal report when exposure time is a component of the definition for the value opinion being developed.

**Since exposure time is a component of the USPAP market value definition, the omission of reporting exposure time under UASFLA requirements constitutes a jurisdictional exception to USPAP for this assignment.**

## **ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal is subject to the following assumptions and limiting conditions:

### **HYPOTHETICAL CONDITIONS**

A hypothetical condition is a condition that is contrary to the facts, and yet will be used to value a property. An example of a hypothetical condition would be assuming a larger amount of land than actually exists to arrive at a value.

**No hypothetical conditions were assumed in this analysis.**

### **EXTRAORDINARY ASSUMPTIONS**

An extraordinary assumption is an assumption made that does not exist, but could reasonably exist.

**No extraordinary assumptions were made in this analysis.**

### **ORDINARY ASSUMPTIONS**

The analysis assumes that the Klamath County Assessor's office legal description accurately represents the subject property. A survey has not been provided to the appraisers. If further verification is required, a survey by a registered surveyor is advised.

We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable.

All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.

The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations pertinent to the subject property.

This report is not a real property inspection; the appraisers only performed a visual inspection of accessible areas and this appraisal cannot be relied upon to disclose conditions and/or defects in the property.

The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless noted.

Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.

This report shall be used for its intended purpose only, and by the parties to whom it is addressed. Possession of the report does not include the right of publication.

Simply because a borrower or third party may receive a copy of the appraisal, does not mean that the borrower or third party is an Intended User as that term is defined in USPAP.

## **ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The statements of value and all conclusions shall apply as of the dates shown herein. The appraisers have no present or contemplated future interest in the property that is not specifically disclosed in this report.

Neither all, nor any part, of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent or approval of the authors. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.

This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding the property value. No portion of the report stands alone without approval from the authors.

The liability of Powell Banz Valuation, LLC and employees is limited to the client only and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements, or cost, regardless of outcome; the client will hold Powell Banz Valuation, LLC completely harmless.

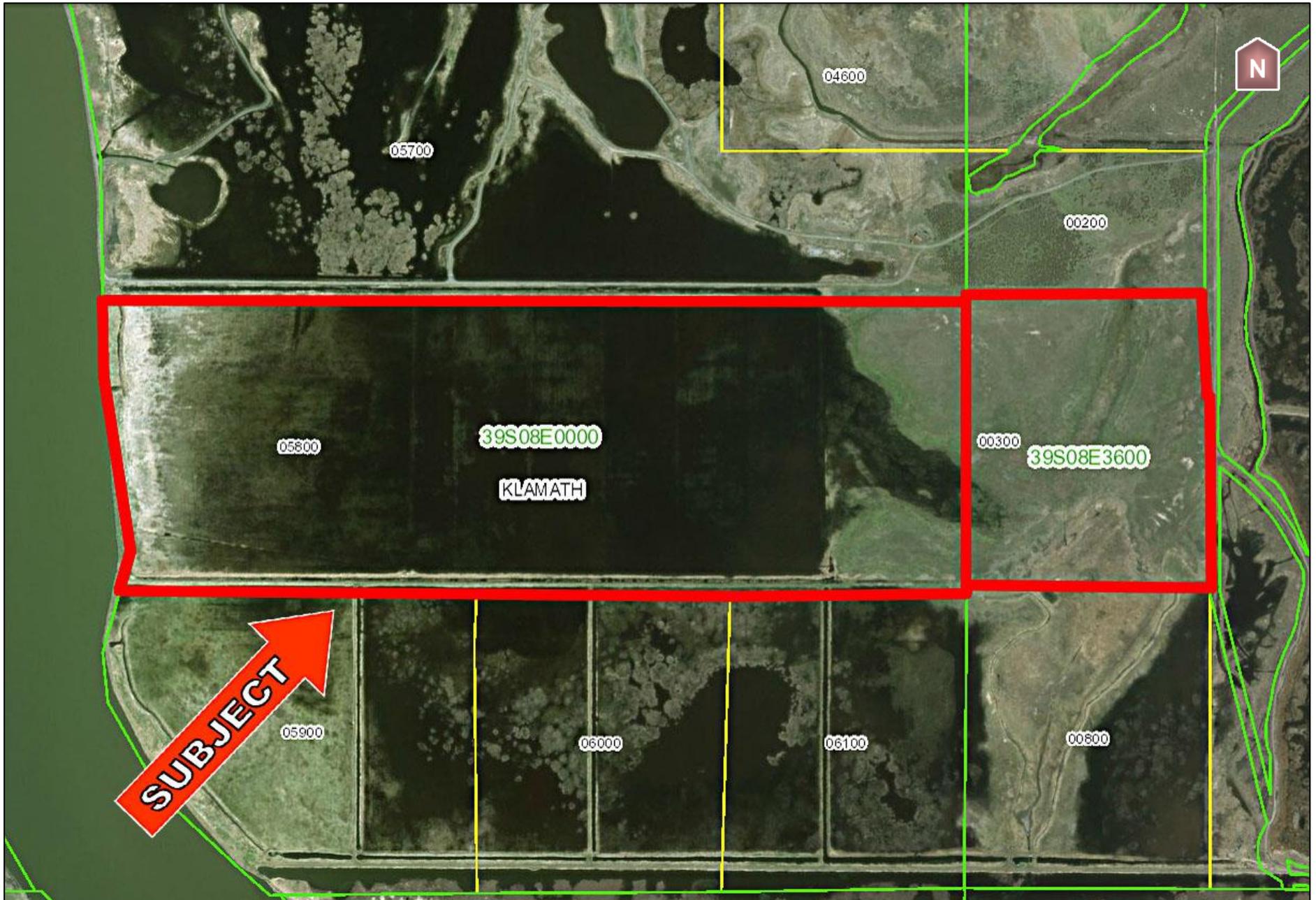
The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties. We have made no investigation or analysis as to the presence of such materials, and expressly disclaim any duty to note the presence of such materials.

Therefore, irrespective of any degree of fault, Powell Banz Valuation, LLC and its principals, agents, and employees, shall not be liable for costs, expenses, damages, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids, or gasses, waste materials or other irritants, contaminants, or pollutants.

## **ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

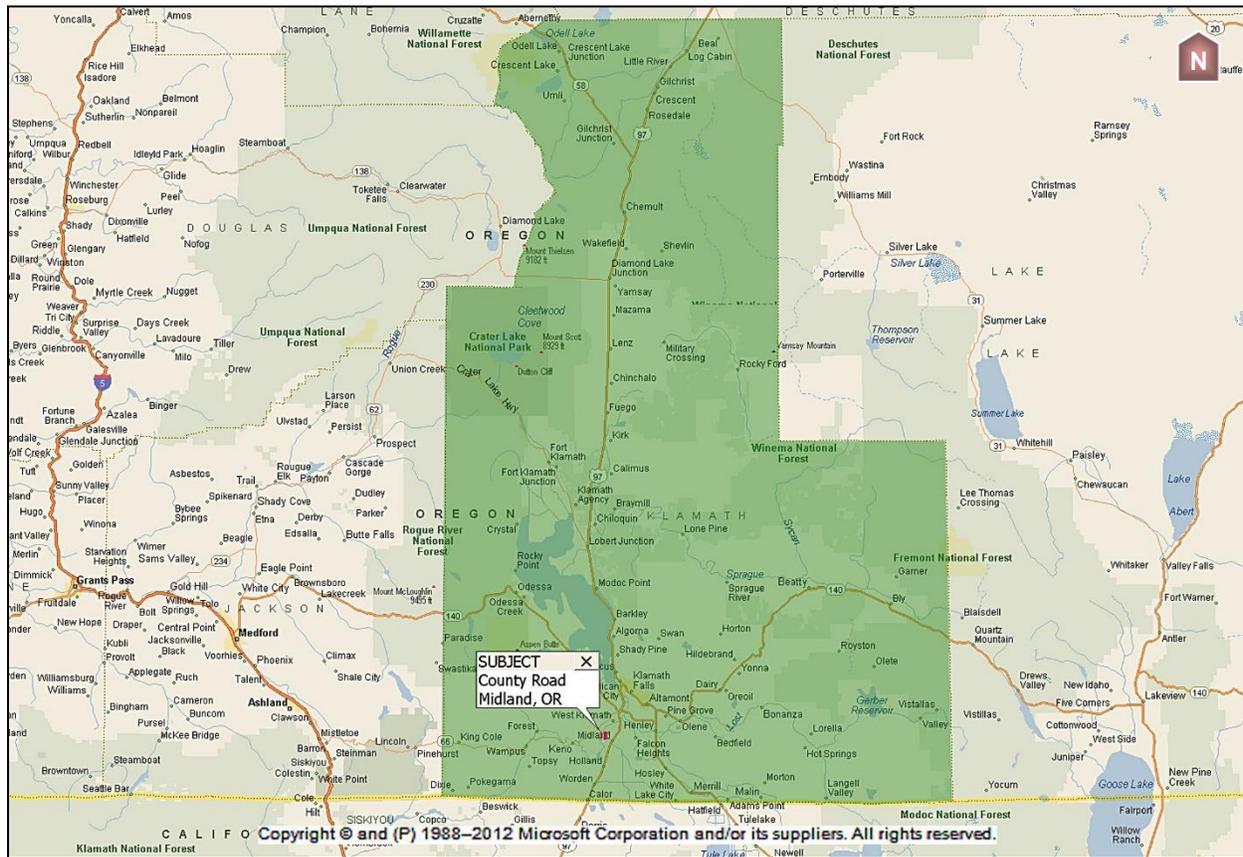
The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*, which prescribes specific building standards which may be applied differently to different buildings, depending on such factors as building age, historical significance, amenability to improvement, and costs of renovation. Powell Banz Valuation, LLC its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties, or diminution in value resulting from non-compliance. Except as otherwise noted herein, this appraisal assumes that the subject complies with all ADA standards appropriate to the subject improvements; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the necessary renovation costs, time period needed for renovation, and penalties for non-compliance (if any) were known today, appropriate deductions would be made to the value conclusion(s) reported herein.

# AERIAL PHOTOGRAPH (ORMAP)



# DESCRIPTION

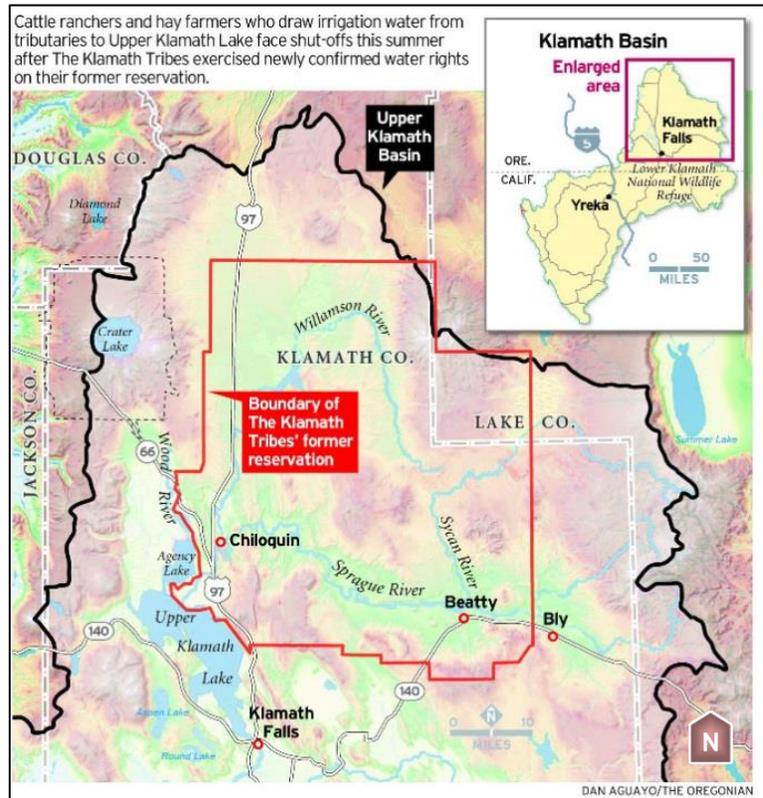
## REGIONAL DESCRIPTION



Klamath County is the fourth largest County in Oregon at 6,135 square miles. It is located in the south central portion of Oregon and sits on the California border to the south. Bordering counties include Jackson, Douglas, Lane, Deschutes and Lake County. Klamath Falls, the county seat of Klamath County, is located at the junction of US highway 97 and Oregon highway 140 and 39. The city is located about 1.25 hours east of Medford and about 2.5 hours south of Bend.

## DESCRIPTION (continued)

The larger region is identified as the Upper Klamath Basin and home to the Klamath Tribes. According to a July 2013 report by the Oregonian, the tribal timeline starts more than 10,000 years ago, but modern conversations turn to two key years: 1864, when a treaty carved a two million acre reservation out of 22 million acres of the tribes' ancestral homelands; and 1954, when the Termination Act eliminated it. The Act paid 1,659 tribal members \$43,000 each for relinquishing their tribal membership, funding the payments with reservation land sales. For others, it put land in a trust, with much of the acreage later sold off to non-natives. Notably, the 1954 Act states "Nothing in this [Act] shall abrogate any water rights of the tribe and its members...Nothing in this [Act] shall abrogate any fishing rights or privileges of the tribe or the members thereof enjoyed under Federal treaty." The map above illustrates the boundary of the Klamath Tribes' former reservation (courtesy of The Oregonian).



**Climate** - Klamath Falls is located at an elevation of 4,105 feet above sea level. In the winter (Nov. – Feb.) the average high is 41 °F and the average low is 25 °F. The average high of summer (June-May) is 82 °F, with a low of 47 °F. Klamath Falls usually sees about 40 inches of snowfall and 14.3 inches of precipitation. Klamath Falls gets about 290 days of sunshine each year.

**Population** - The population of Klamath County was estimated at 67,690 in July 2017. Population has increased at an average annual rate of 0.25% from 2008 to 2017. The City of Klamath Falls increased at an annual rate of approximately 0.21% during the same period. The chart below summarizes the population trends of the region:

Population Trends (Portland State University Population Research Center)												
Jurisdiction	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average Annual % Change (2008-2017)	Average Annual % Change (2012-2017)
Oregon	3,791,075	3,823,465	3,844,195	3,857,625	3,899,353	3,919,020	3,962,710	4,013,845	4,076,350	4,141,100	1.03%	1.24%
Klamath County	66,180	66,350	66,505	66,580	66,380	66,810	66,910	67,100	67,410	67,690	0.25%	0.39%
Bonanza	435	425	470	465	411	415	455	455	455	455	0.51%	2.14%
Chiloquin	720	720	720	735	723	734	735	735	735	740	0.31%	0.47%
Klamath Falls	21,305	21,305	21,480	21,120	21,005	20,840	21,500	21,580	21,640	21,700	0.21%	0.66%
Merrill	915	915	915	845	831	844	840	840	840	840	-0.91%	0.22%

## **DESCRIPTION (continued)**

### **Economy -**

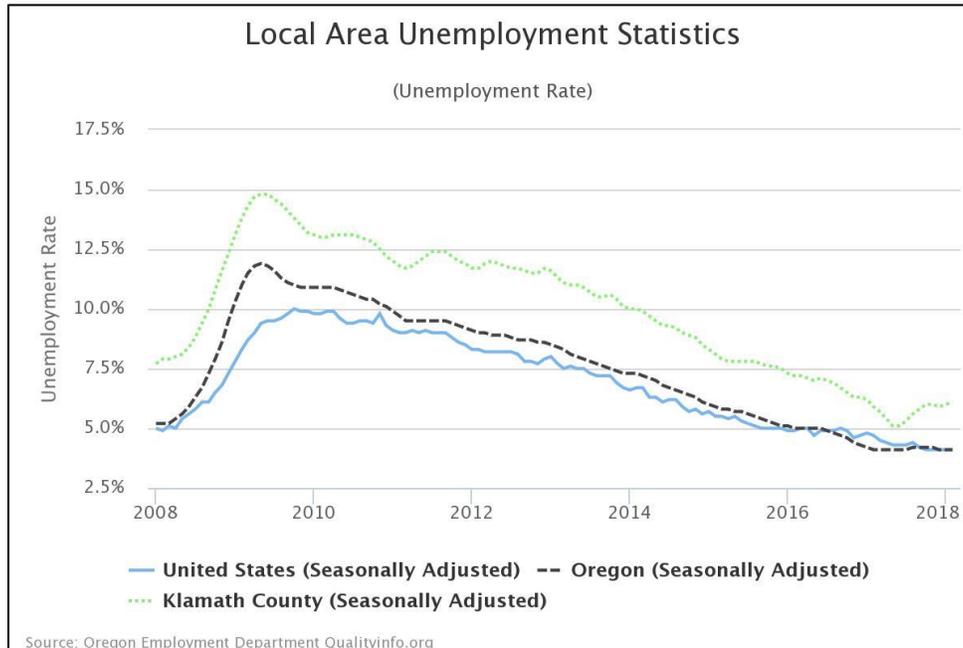
The following table outlines employment in various sectors of the economy for Klamath County (data was obtained from the State of Oregon Employment Department):

<b>Industry</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<a href="#">Total nonfarm employment</a>	21,500	21,610	21,760	22,160	22,480	22,980
<a href="#">Total private</a>	16,210	16,340	16,420	16,760	17,090	17,480
<a href="#">Mining, logging, and construction</a>	860	850	870	880	920	980
<a href="#">Mining and logging</a>	140	150	130	100	90	80
<a href="#">Construction</a>	720	700	740	780	820	900
<a href="#">Manufacturing</a>	1,710	1,780	1,830	1,850	1,870	1,860
<a href="#">Durable goods</a>	1,460	1,570	1,610	1,630	1,670	1,660
<a href="#">Wood product manufacturing</a>	990	1,090	1,130	1,170	1,340	1,330
<a href="#">Nondurable goods</a>	250	210	210	220	190	200
<a href="#">Trade, transportation, and utilities</a>	4,340	4,330	4,310	4,420	4,400	4,440
<a href="#">Wholesale trade</a>	770	800	790	780	790	800
<a href="#">Retail trade</a>	2,820	2,820	2,800	2,900	2,880	2,880
<a href="#">Food and beverage stores</a>	560	570	570	570	510	500
<a href="#">General merchandise stores</a>	840	840	820	830	830	820
<a href="#">Transportation, warehousing, and utilities</a>	750	710	720	750	730	760
<a href="#">Information</a>	190	180	170	160	150	150
<a href="#">Financial activities</a>	820	750	780	760	800	860
<a href="#">Professional and business services</a>	2,130	2,230	2,110	2,170	2,310	2,270
<a href="#">Education and health services</a>	3,150	3,190	3,290	3,400	3,520	3,640
<a href="#">Leisure and hospitality</a>	2,320	2,350	2,400	2,420	2,420	2,540
<a href="#">Other services</a>	700	690	680	680	720	750
<a href="#">Government</a>	5,280	5,270	5,340	5,400	5,390	5,500
<a href="#">Federal government</a>	890	880	860	860	870	900
<a href="#">State government</a>	1,440	1,430	1,450	1,140	780	780
<a href="#">Local government</a>	2,950	2,950	3,020	3,400	3,750	3,820
<a href="#">Local education</a>	1,510	1,570	1,660	2,050	2,360	2,420

The economy of Klamath County has traditionally been forestry and agriculture based. The number of people employed in the wood products sector of the economy has declined in recent years due mainly to the limited supply of available timber. Long-term prospects for Klamath County are for continued slow to moderate economic growth. New and ongoing studies for future development, along with current new construction trends, continue to show moderate upward movement. The future for the area largely depends on the wood products industry. Economic diversification will likely be necessary for future growth.

## **DESCRIPTION (continued)**

While the unemployment rate in Klamath County has decreased significantly since 2009 (14.8% at the height of the recession) to pre-recession levels in early 2018 (6.1% as of February 2018). However, it remains one of the highest in the state and is 200 basis points higher than the state unemployment rate (data was obtained from the State of Oregon Employment Department):



**Property Taxes** - In November 1996, Oregon voters approved a property tax limitation measure (Measure 47) which went into effect during the 1997/98 tax year. Under the provisions of this measure, property taxes at July 1, 1997 will be reduced to the smaller of the 1994/95 tax, or the 1995/96 tax less ten percent.

Tax increases for subsequent years are limited to three percent per year, with exceptions for new construction, major remodeling, annexations and rezoning. On May 21, 1997, voters approved a re-write of Measure 47 in the form of Measure 50. This revision effectively rolls back assessed values and tax levies freezing tax rates to 1995/96 levels. In addition, appreciation is capped at three percent per year. Ramifications of this revision are yet to be interpreted by county assessors.

**City Services/Government** - Klamath Falls is the county seat of Klamath County and home to the Oregon Institute of Technology, the only technological school in the Northwest. Klamath Falls is also the home of Klamath Community College which opened in 2004. The County District has 6,000 students, 14 elementary schools 2 junior highs and 5 high schools. The Klamath Falls District has 4,000 students, 7 elementary schools, 3 junior high schools and 3 high schools.

The Crater Lake-Klamath Regional Airport is also an important economic generator. Approximately 750 people work at the airport or for aviation-related businesses and industries located on or adjacent to the field. This produces over \$85 million in economic impact for the regional community, which helps the quality of life in the Klamath Basin. In 2017, PenAir, who had been providing daily flights to and from Portland, ceased service in Klamath Falls as a result of bankruptcy filing. This leaves the airport with no commercial flights at this time.

## **DESCRIPTION (continued)**

Sky Lakes Medical Center is a not-for-profit, 501 (c)3, community-benefit regional healthcare center serving some 120,000 people in a 10,000 square-mile area in southcentral Oregon and northeastern California. The main hospital campus is located in northeast Klamath Falls east of Crater Lake Parkway. It is a 176-licensed bed facility.

**Recreation** - Recreation and tourism also provide a large piece of the economy of Klamath County as there are several national forests including Crater Lake National Forest, Rogue River National Forest, etc. The County has over 82 lakes and streams, and several well-known lakes with resorts including Crater Lake, Upper Klamath Lake, Odell Lake and Crescent Lake. Crater Lake is the deepest lake in the US at 1,943 feet and the leading tourist attraction in Klamath County.

The Kla-Mo-Ya Casino, an enterprise of the Klamath Tribes, began operations in the summer of 1997 and quickly became the second leading tourist attraction in Klamath County. The casino name is an acronym of the three tribes that form the Klamath Tribes: Klamath, Modoc and Yahooskin Band of the Snake Indians. The casino sits on a 40-acre parcel along the Williamson River. It is located 22 miles north of Klamath Falls at the junction of Highway 97 and the Crater Lake Highway (Highway 62). The 15,000 square foot casino, operates 24 hours daily, offers 313 slot machines, video games, six table games, food and beverages.

Officials of the Tribe report the casino has grown steadily since construction in 1997. Goods and services purchased by the casino for daily operations and improvements benefit numerous local businesses. The casino provides over 150 jobs to people from Klamath Falls and surrounding area.

Running Y Ranch is a popular tourist destination in the area. Some of its amenities include golfing, a spa, salon, sports and fitness center and bird watching. The Lodge at Running Y Ranch, a Holiday Inn Resort, sits high above Payne Canyon overlooking the 10<sup>th</sup> fairway and wetlands. The Lodge received \$3M in renovations in 2011, and sold in 2014.

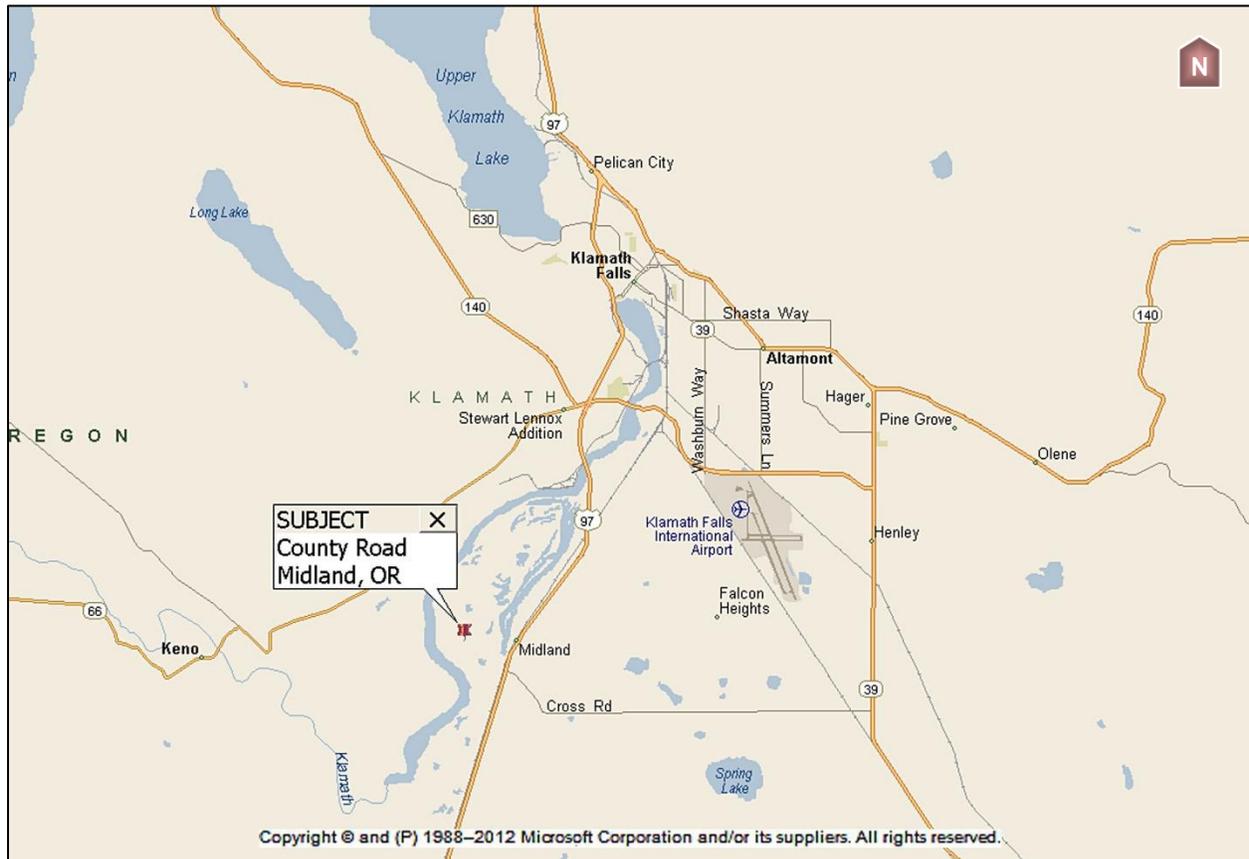
Groundbreaking on the Crescent Creek Ranch Resort was expected to begin in the spring of 2009 following the finalization of the master plan. This resort, owned by Fidelity National, would have been developed on approximately 8,000 acres in the north Klamath County area to the west of Gilchrist and Crescent along Crescent Cutoff Road. When completed, it was to have two golf courses, 1,750 single family residences and 800 overnight rooms. This development was expected to increase travel to both the towns of Gilchrist and Crescent, as well as vitalize the economy of the area. However, as the national, regional and local economies began to recess, this project was put on hold.

Newer hotels include the Oxford Suites at Timber Mill Shores, Microtel Inn and Suites, Holiday Inn Express and a hotel currently under construction at the Kla-Mo-Ya Casino.

**Conclusion** - Klamath County's economy typically relies upon forest production, agriculture, recreation and tourism. As the supply of forest land diminishes, the area will have to rely more heavily on their recreation and tourism industries.

## **DESCRIPTION (continued)**

### **NEIGHBORHOOD DESCRIPTION**



The subject larger parcel is more specifically located in the unincorporated community of Midland, Oregon, which is located seven miles to the south of Klamath Falls.

The neighborhood predominantly consists of grazing land, marsh land, a rest stop, a convenience store/market, and older residential neighborhoods. Much of the land in this area is owned/controlled by the Oregon Department of Fish and Wildlife (ODFW).

## **DESCRIPTION (continued)**

### **SITE DESCRIPTION**

#### **Larger Parcel Analysis**

**The proposed total acquisition is of two tax lots: 39S 08E (TL 5800) and 39S 08E 36 (TL 300), which are owned by Frank Andrew Anderson and Susan Marie Anderson (as trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006).**

The *Uniform Appraisal Standards for Federal Land Acquisitions* requires that the subject is appraised utilizing **larger parcel** methodology.

The *Uniform Appraisal Standards for Federal Land Acquisitions* defines the larger parcel as “the tract or tracts of land that possess a unity of ownership and have the same, or an integrated, highest and best use.” Also to be considered in the larger parcel methodology is the contiguity, or proximity, of the tracts of land.

**No adjacent/contiguous tax lots under the same ownership (Andersons) were identified by the appraisers.**

**For these reasons, the appraisers have determined that the two Anderson tax lots constitute the subject larger parcel.**

#### **Hazardous Waste/Asbestos**

Upon physical inspection of the subject larger parcel, no hazardous material was evident. We have made no independent investigation regarding this issue. This appraisal assumes the subject larger parcel is free of all hazardous waste and toxic materials. Please refer to the Assumptions and Limiting Conditions section regarding this issue.

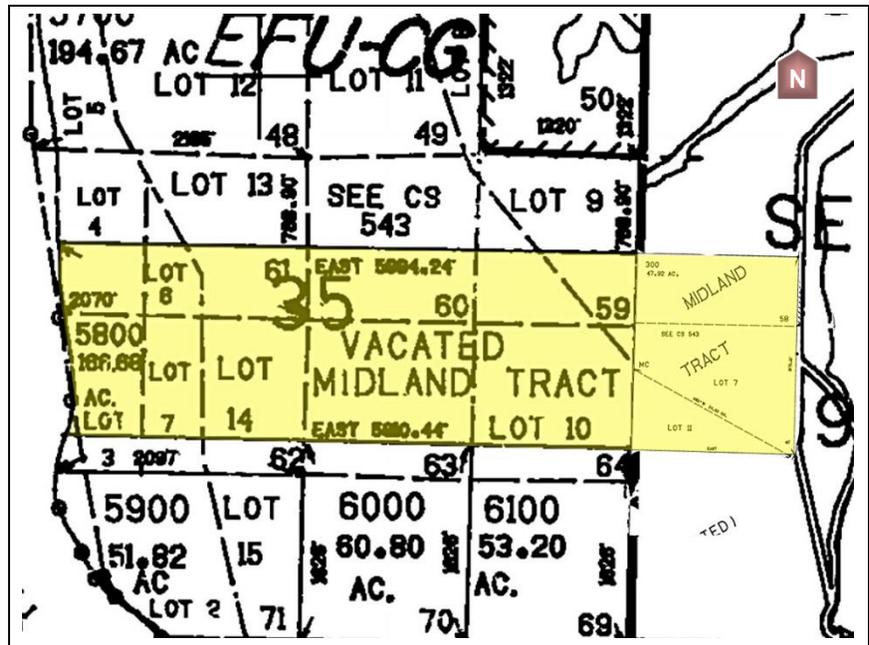
#### **Historic Use/Current Use**

The subject larger parcel has historically been utilized for cattle grazing.

Currently, the subject larger parcel is utilized for waterfowl hunting and passive recreation.

**DESCRIPTION (continued)**

Plat Map



Map and Tax Lots

39S 08E (TL 5800) and 39S 08E 36 (TL 300).

Site Size

According to Klamath County assessment records and the plat map above, the subject larger parcel has an area of 214.60 AC.

According to the Klamath County Geographic Information System (GIS), however, the subject larger parcel has an area of **215.71 AC**.

Map and Tax Lot	Platted Size (AC)	Size per GIS (AC)
39S 08E (TL 5800)	166.68	<b>168.09</b>
39S 08E 36 (TL 300)	47.92	<b>47.62</b>
<b>Totals</b>	<b>214.60</b>	<b>215.71</b>

**For this analysis, we have concluded the subject larger parcel's size to be 215.71 AC.**

Shape

Generally rectangular.

Topography

Based on topographic maps and soils maps, slopes range from 0 to 2%. Overall, however, the subject larger parcel predominantly has **0 to 1% slopes**.

## **DESCRIPTION (continued)**

### **Abutting Properties -**

#### **North**

Grazing land, marsh land, ODFW owned/controlled land.

#### **East**

County Road, ODFW owned/controlled land, with Highway 97 beyond.

#### **South**

Grazing land, marsh land, Klamath River, ODFW owned/controlled land.

#### **West**

Klamath River, grazing land, marsh land, ODFW owned/controlled land.

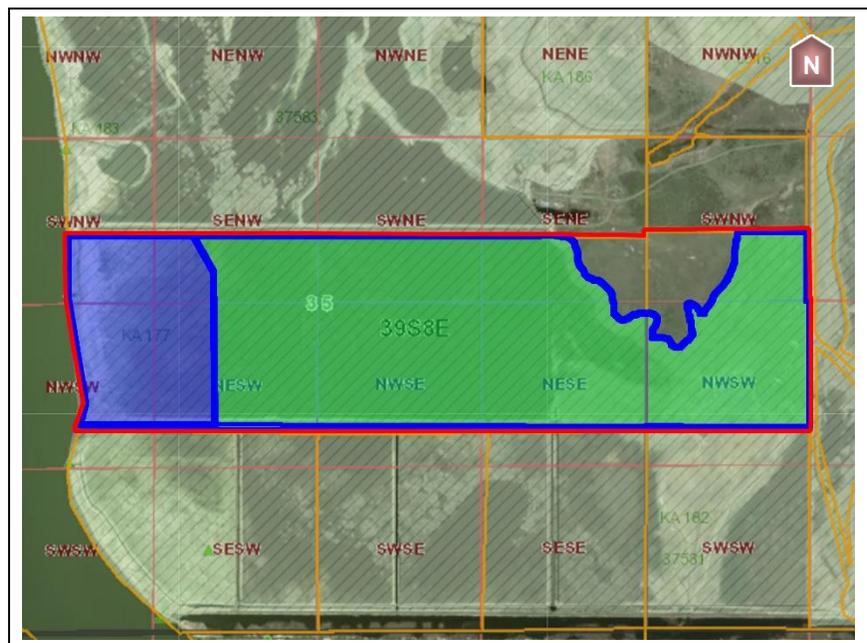
### **Surrounding Properties**

Cattle grazing, waterfowl hunting and passive recreation.

### **Utilities**

None.

### **Water Rights**



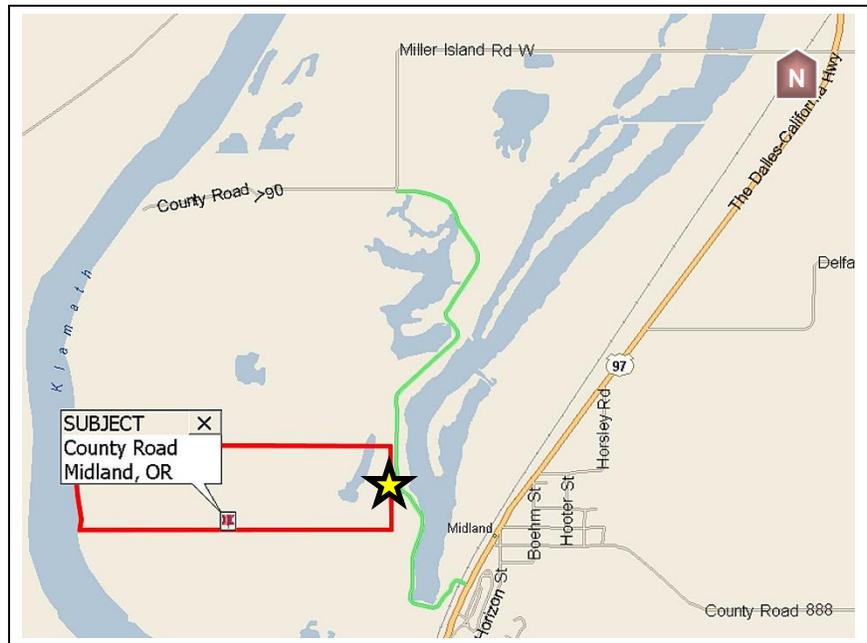
Based on the Oregon Water Resources Department water rights mapping tool, and confirmed with the owner, there are two water rights associated with the subject larger parcel (which is outlined in red);

- 42.00 AC of irrigation water, with a priority date of August 16, 1879 (shaded blue);
- 153.40 AC off irrigation water, with a priority date of December 31, 1899 (shaded green).

Both points of diversion are the Klamath River, which forms the western boundary of the subject larger parcel.

## **DESCRIPTION (continued)**

### **Access**



The subject larger parcel is outlined in red. It is accessible from a county road (shaded green) between Highway 97 to the southeast and Miller Island Road W to the north. The access point is indicated by the yellow star.

The county road is gravel and dirt, and is gated.

**Access is good when compared to other agricultural properties in the region.**

### **Easements and Encumbrances**

A preliminary title report date October 16, 2017 (prepared by AmeriTitle and located in the Addenda) was provided for review.

**COPCo** - The preliminary title report notes several easements to the California Oregon Power Company (COPCo), ranging from 1932 to 1948. Based on our reading of the documents and conversations with the property owner (Frank Anderson), these easements granted COPCo the perpetual right to keep, maintain, regulate and control the waters of Lake Ewana and the Klamath River at and between the surface elevations of 4,085.0 and 4,086.0 above sea level.

## **DESCRIPTION (continued)**

### **Easements and Encumbrances (continued)**

**USDA NRCS WRP** - As stated previously, the entirety of the subject larger parcel is encumbered by a permanent United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement.

The following excerpt (italicized) is from the USDA NRCS WRP website (appraiser additions are bolded):

*The Wetlands Reserve Program (WRP) was a voluntary program that offered landowners the opportunity to protect, restore, and enhance wetlands on their property.*

*The USDA Natural Resources Conservation Service (NRCS) provided technical and financial support to help landowners with their wetland restoration efforts through WRP.*

*This program offered landowners an opportunity to establish long-term conservation and wildlife practices and protection.*

*The goal of NRCS was to achieve the greatest wetland functions and values, along with optimum wildlife habitat, on every acre enrolled in the program.*

*Lands that were eligible for WRP:*

- *Wetlands farmed under natural conditions;*
- *Farmed wetlands;*
- *Prior converted cropland;*
- *Farmed wetland pasture;*
- *Certain lands that had the potential to become a wetland as a result of flooding;*
- *Rangeland, pasture, or forest production lands where the hydrology had been significantly degraded and could be restored;*
- *Riparian areas that linked protected wetlands;*
- *Lands adjacent to protected wetlands that contributed significantly to wetland functions and values;*
- *Wetlands that had previously been restored under a local, State, or Federal Program that need long-term protection.*

## **DESCRIPTION (continued)**

### **Easements and Encumbrances (continued)**

#### **WRP agreements fall into four categories:**

- *A conservation easement in perpetuity: USDA pays 100 percent of the easement value and up to 100 percent of the restoration costs;*
- *30-Year Easement: An easement that expires after 30 years. USDA pays up to 75 percent of the easement value and up to 75 percent of the restoration costs;*
- *Restoration Cost-Share Agreement: An agreement to restore or enhance the wetland functions and values without placing an easement on the enrolled acres. USDA pays up to 75 percent of the restoration costs;*
- *30-Year Contract: A 30-year contract option is only available on tribal lands. USDA pays up to 75 percent of the restoration costs.*

*Rights Retained By Landowners: Speaking generally, under the voluntary easement the landowner retains the rights to:*

- *control of access;*
- *title and right to convey title;*
- *quiet enjoyment;*
- *undeveloped recreational uses;*
- *subsurface resources;*
- *and water rights.*

In January of 2013, the United States Government, by and through the Commodity Credit Corporation (CCC), and the United States Department of Agriculture's (USDA) National Resources Conservation Service (NRCS), acquired a permanent Wetlands Reserve Program (WRP) easement across the subject larger parcel.

According to the easement documents in the Addenda, the purpose of this permanent easement is to:

- *restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands;*
- *conserve natural values including fish and wildlife in their habitat;*
- *improve water quality;*
- *retain flood water;*
- *recharge groundwater;*
- *provide for open space;*
- *conserve aesthetic values;*
- *provide for environmental education.*

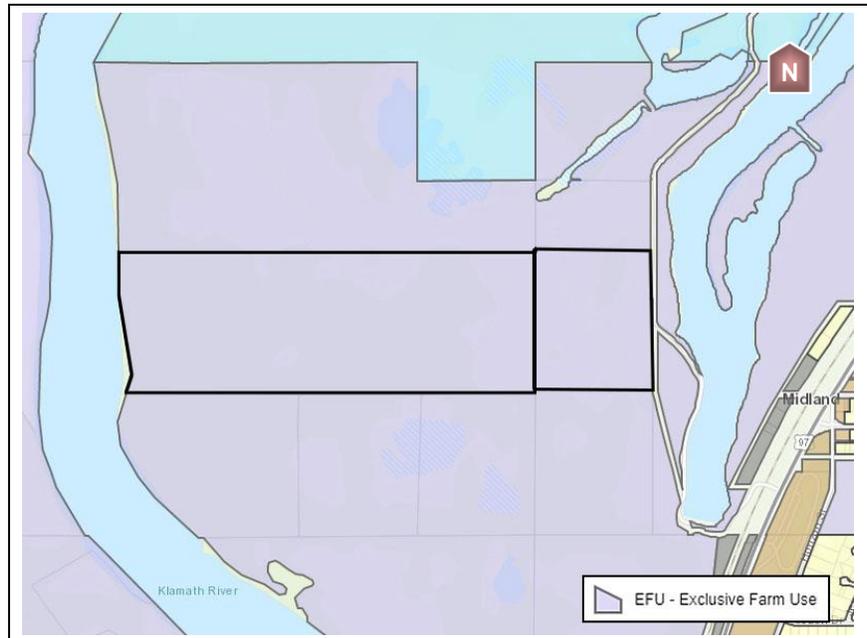
## **DESCRIPTION (continued)**

### **Easements and Encumbrances (continued)**

The permanent USDA NRCS WRP that encumbers the subject larger parcel prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

Other than the COPCo and WRP easements, there did not appear to be any other adverse easements, encroachments, or encumbrances relevant to the subject larger parcel.

### **Zoning**



The subject larger parcel is zoned **EFU-CG (Exclusive Farm Use – Cropland/Grazing)** by Klamath County.

The purpose of the Exclusive Farm Use (EFU) Zone is to protect and maintain agricultural lands for farm use, consistent with existing and future needs for agricultural products. The EFU zone is also intended to allow other uses that are compatible with agricultural activities, to protect forests, scenic resources and fish and wildlife habitat, and to maintain and improve the quality of air, water and land resources of the county. It is also the purpose of the EFU zone to qualify farms for farm use valuation under the provisions of ORS Chapter 308.

The **EFU-CG (Exclusive Farm Use – Cropland/Grazing)** zone is applied to areas characterized by row crop, hay and livestock production and range/grazing uses.

## **DESCRIPTION (continued)**

### **Zoning (continued)**

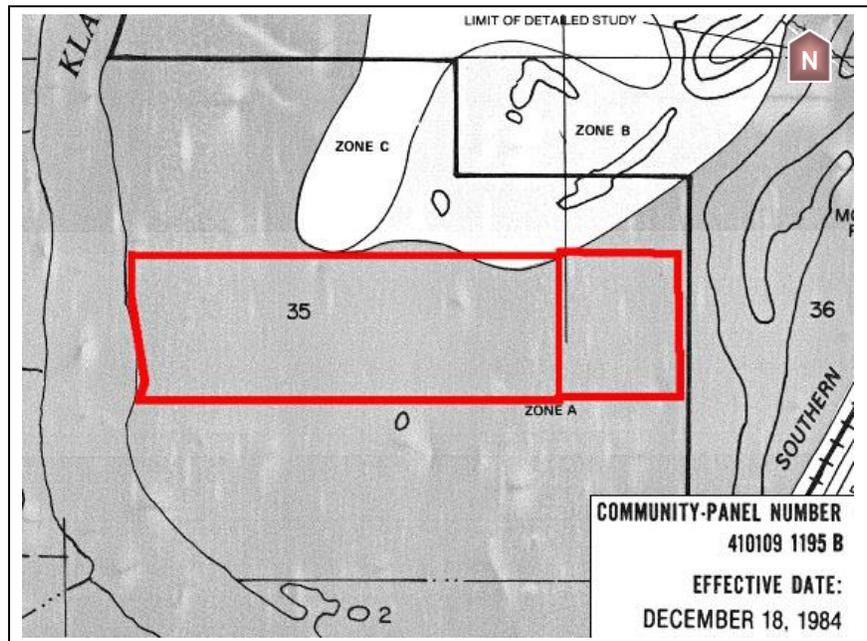
Uses permitted outright include, but are not limited to, farm use, propagation/harvesting of a forest product, agricultural buildings customarily provided in conjunction with farm uses, **creation/restoration/enhancement of wetlands** and operations for the exploration for geothermal resources.

**The current use (waterfowl hunting/passive recreation) and the proposed use (wetland conservation and fish and wildlife habitat protection) are permitted outright within the EFU-CG zone district.**

The complete zoning code can be located at the following website address:

<https://www.klamathcounty.org/DocumentCenter/View/2733>

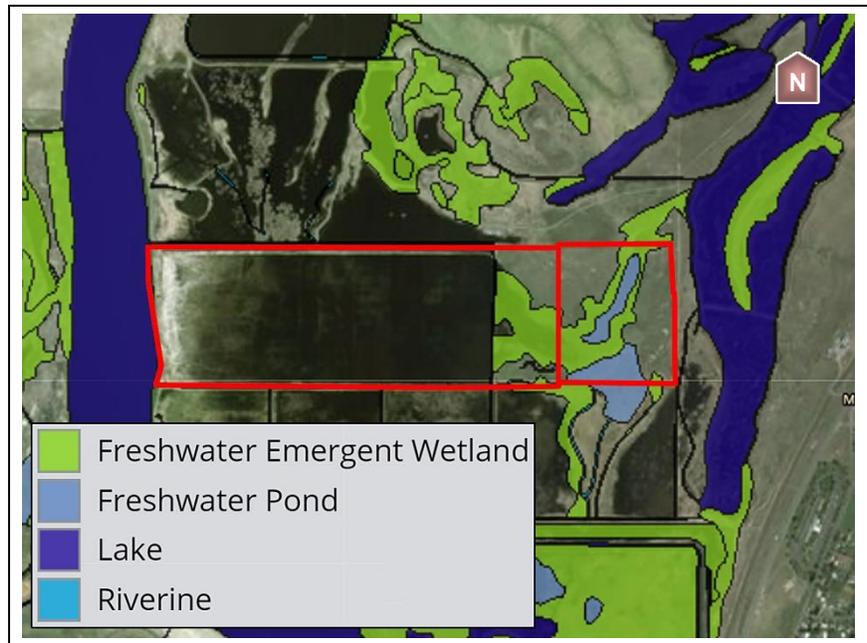
### **Floodplain**



According to the Federal Emergency Management Agency (FEMA), National Flood Insurance Program (NFIP), Flood Insurance Rate Map (FIRM), Community-Panel No. 4101091195B (dated December 18, 1984), **the majority of the subject larger parcel lies in Zone A (an area determined to be within the 1% annual chance flood hazard).**

## DESCRIPTION (continued)

### Wetlands



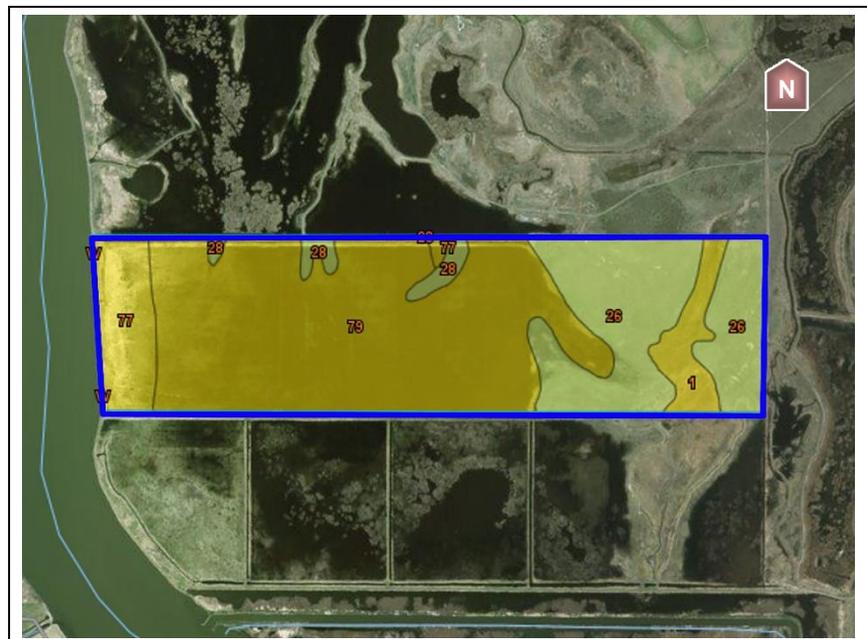
The subject larger parcel is outlined in red. According to the U.S. Fish and Wildlife Service National Wetlands Inventory Map, approximately 40 AC of wetlands encumber the eastern portion of the subject larger parcel.

**Per ODFW documents, however, approximately 175 AC of the subject larger parcel is encumbered with wetlands.**

**Based on our observations, the 175 AC wetland encumbrance seems more reasonable.**

### Soils

Soils found on the United States Department of Agriculture's Natural Resources Conservation Service Web Soil Survey map for Klamath County.



## **DESCRIPTION (continued)**

### **Soils (continued)**

The type and location of the soils as reported in the map on the previous page are considered to be accurate, as are the site allocation percentages in the following table.

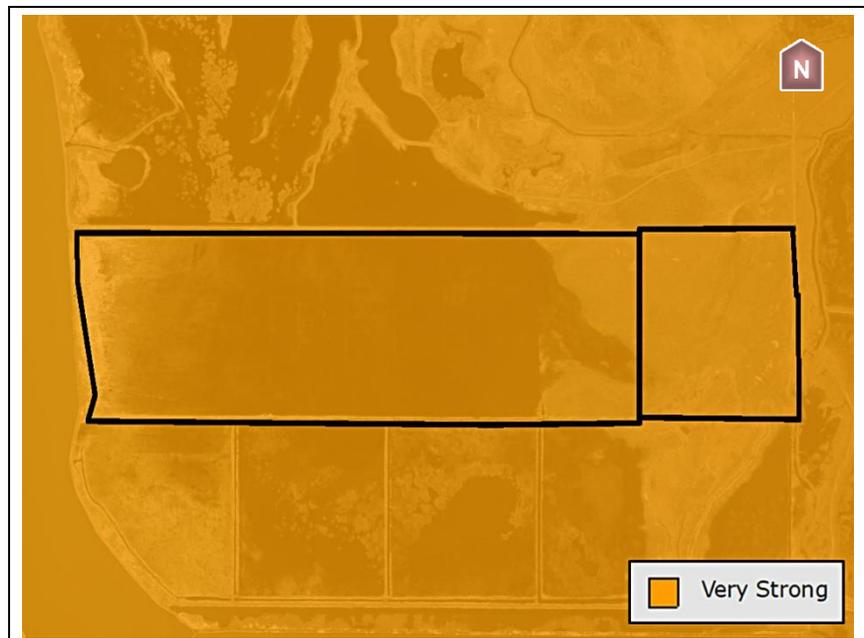
Map Unit Symbol	Map Unit Name	Slopes	% of Site	Class	Drainage	Uses
1	Algoma silt loam	0 to 1%	5.10%	3	Poorly drained	irrigated barley, pasture, alfalfa and wildlife habitat
26	Henley loam	0 to 2%	26.30%	4	Somewhat poorly drained	irrigated pasture, barley, alfalfa and homesites
28	Henley-Laki loams	0 to 2%	2.80%	4	Somewhat poorly drained	irrigated crops including potatoes, alfalfa hay, barley, wheat, oats, pasture, annual hay crops, and homesites
77	Teeters silt loam	0 to 1%	8.70%	3	Poorly drained	irrigated pasture and barley, wildlife habitat and recreation
79	Tulana silt loam, sandy substratum	0 to 1%	57.10%	3	Poorly drained	irrigated pasture, small grains and wildlife habitat
<b>Totals</b>		<b>Predom. 0 to 1%</b>	<b>100%</b>	<b>Class 3 &amp; 4</b>		

Slopes range from 0 to 2%. The subject larger parcel predominantly has **0 to 1% slopes**.

It consists of **Class 3 and 4** soils.

Uses include **irrigated crops, wildlife habitat, recreation and homesite development**.

### **Seismic Hazard Rating**



## **DESCRIPTION (continued)**

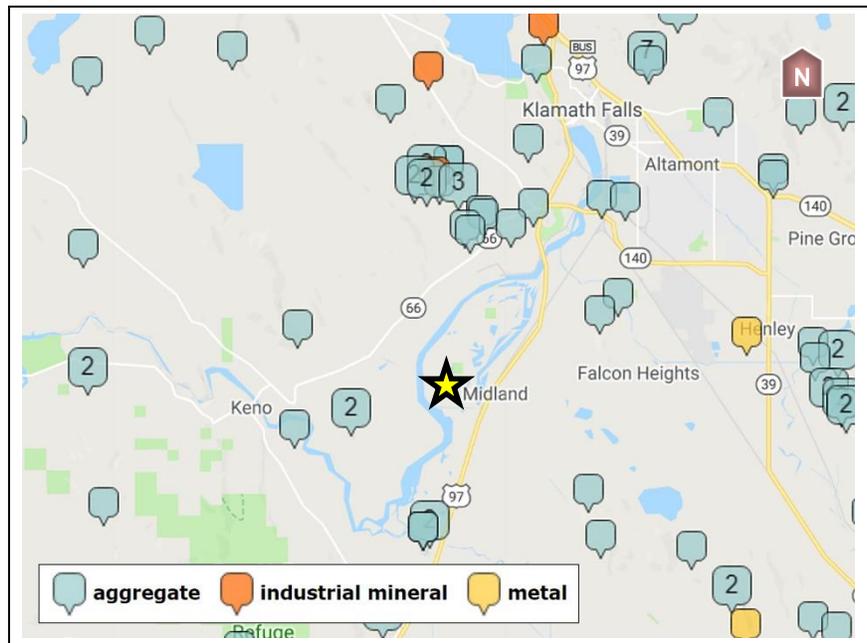
### **Seismic Hazard Rating (continued)**

According to the Oregon Department of Geology and Mineral Industries (DOGAMI), the subject larger parcel has a **very strong** seismic hazard rating. This is the amount of shaking one can expect to feel if a magnitude 9.0 Cascadia Subduction Zone (CSZ) earthquake occurs. Damage is expected to be **moderate**: negligible damage in buildings of good design and construction; slight to moderate damage in well-built structures; considerable damage in poorly-built or badly-designed structures; some chimneys broken.

**This seismic hazard rating is typical for the immediate area and larger region.**

**Soils are assumed to be stable.**

### **Mineral Deposits**



The map above was generated by the Oregon Department of Geology and Mineral Industries (DOGAMI) Mineral Information Layer for Oregon (MILO) geospatial database for Klamath County. The yellow star denotes the location of the subject larger parcel.

**While there are mineral deposit sites in the region, we conclude that there are no commercially valuable deposits associated with the subject larger parcel.**

### **Site Improvements**

The site is improved with some perimeter fencing, and a small irrigation pivot point. Based on the condition and quality of these improvements, they do not contribute value to the subject larger parcel.

## **DESCRIPTION (continued)**

**Site Summary and Rating** The subject larger parcel has a good location near Klamath Falls, and good access from a country road (gravel/dirt) off Highway 97. It is of a functional size and shape, with average soils, level to low slopes and water/irrigation rights with older priority dates. The subject larger parcel has frontage along the Klamath River; this places it within the floodplain, but also affords the site with a riverfront amenity. The majority of the subject larger parcel is encumbered with wetlands, which makes for less desirable grazing land. However, it affords the site with a wildlife amenity.

The entirety of the subject larger parcel is encumbered by a United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement. This permanent easement prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

This impacts the marketability of the subject property. Note, however, that surrounding properties are utilized for waterfowl hunting and passive recreation, and there is an active market for such properties in the region.

**The subject larger parcel has a good marketability rating for waterfowl hunting/passive recreation, and should compete well with similar properties in the region.**

**SUBJECT PHOTOGRAPHS**  
**APRIL 11, 2018**



1. View north along County Road: the subject larger parcel is on the left. (Photo 11707-20)



2. View east along southern boundary of the subject larger parcel: the subject larger parcel is on the left. (Photo 11707-3)

**SUBJECT PHOTOGRAPHS – APRIL 11, 2018 (continued)**



3. View east across the subject larger parcel. (Photo 11707-17)



4. View northeast across the subject larger parcel from the southern boundary. (Photo 11707-4)

**SUBJECT PHOTOGRAPHS – APRIL 11, 2018 (continued)**



5. View north across the subject larger parcel from the southern boundary.  
(Photo 11707-5)



6. View north across the subject larger parcel from the southern boundary.  
(Photo 11707-6)

**SUBJECT PHOTOGRAPHS – APRIL 11, 2018 (continued)**



7. View north across the subject larger parcel from the southern boundary.  
(Photo 11707-7)



8. View east across the subject larger parcel from the southwest corner.  
(Photo 11707-10)

**SUBJECT PHOTOGRAPHS – APRIL 11, 2018 (continued)**



9. View northeast across the subject larger parcel from the western boundary. (Photo 11707-9)



10. View north along the subject larger parcel western boundary: the Klamath River. (Photo 11707-8)

**SUBJECT PHOTOGRAPHS – APRIL 11, 2018 (continued)**

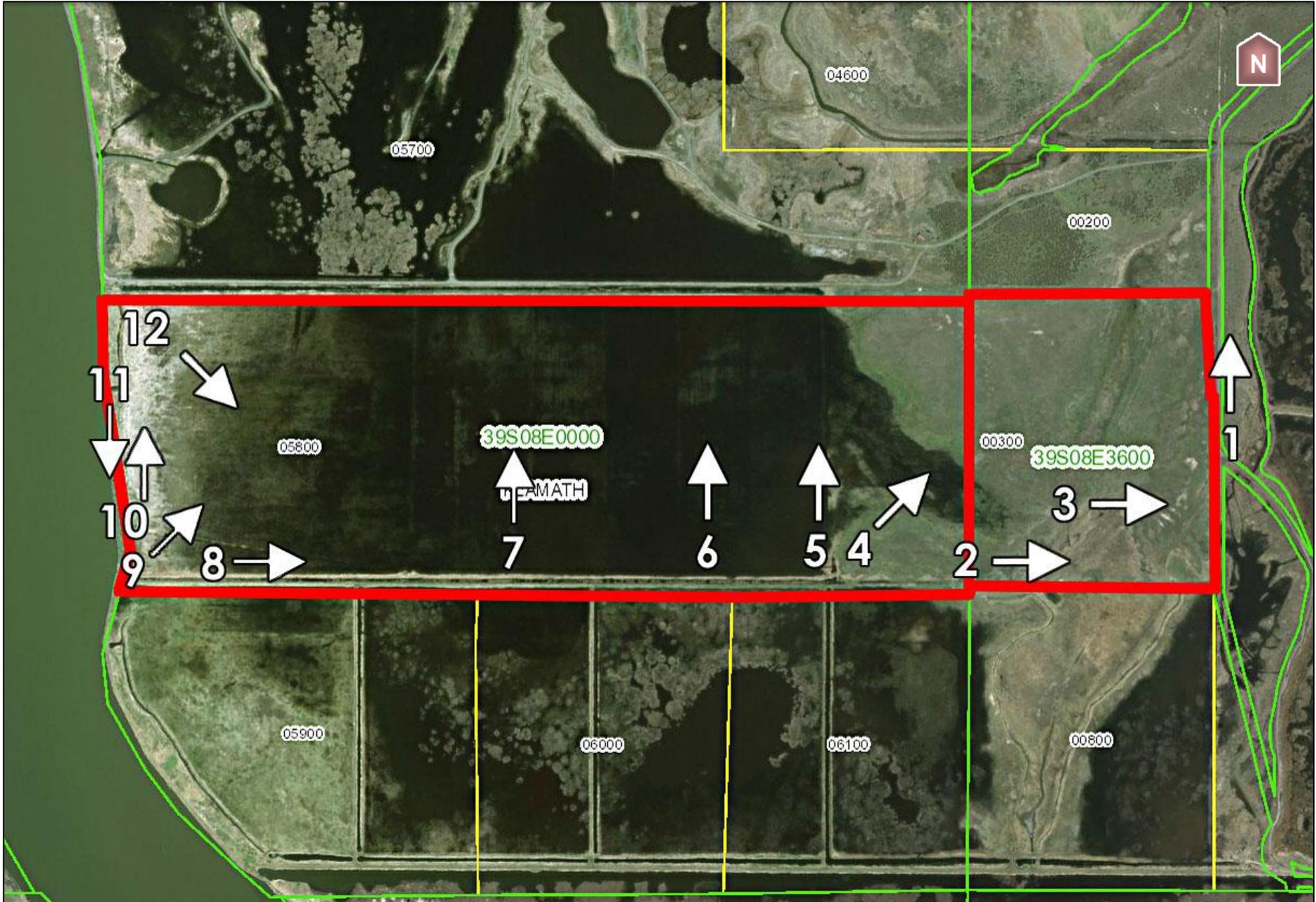


11. View south along the subject larger parcel western boundary: the Klamath River. (Photo 11707-15)



12. View southeast across the subject larger parcel from northwest corner. (Photo 11707-14)

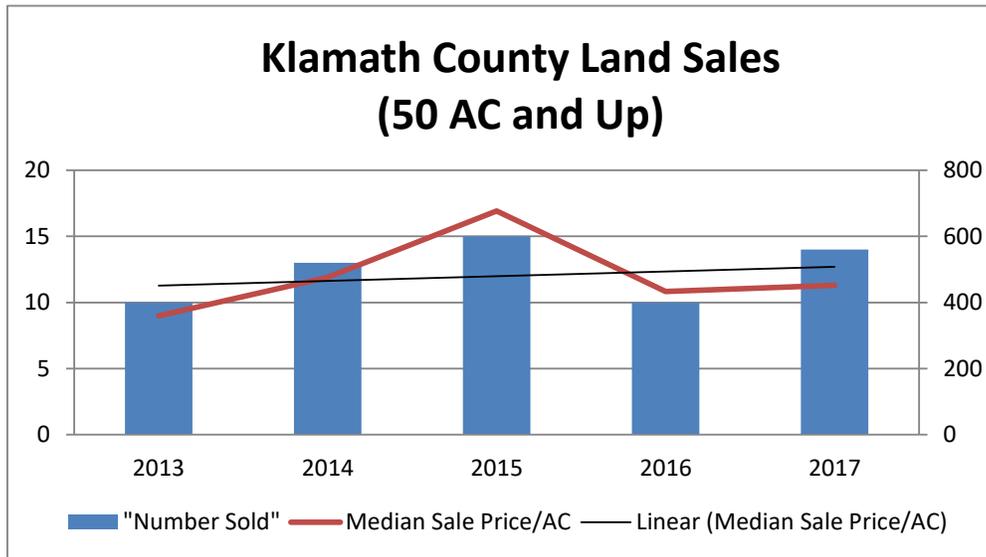
# SUBJECT PHOTOGRAPH LOCATION MAP



# MARKET ANALYSIS/HIGHEST & BEST USE

## MARKET CONDITIONS

**Statistical Data** - Data was obtained from the Klamath County Association of Realtors Multiple Listing Service (KCAR). The following charts present the number of sales and median sale price/acre for land (50 AC and up) in Klamath County (trailing 12 months to date).



The number of sales per year has fluctuated from 2013 to 2017. The median sale price/AC fluctuated over the same time period. A line of regression, or line of best fit, for the median sale price/AC has been graphed. The slope of the regression line indicates a change in the median sale price/AC of **+0.26% per month** between 2013 and 2017.

**Resale Analysis** – This type of analysis is a good indicator for a reliable market conditions adjustment.

The following tables outline two resale analyses:

Resale Analysis of Comparable 1						
Sale Date	Sale Price	Resale Date	Resale Price	% Difference	Time Elapsed (months)	% Change per Month
Sep-00	\$350,000	Jun-12	\$357,500	2.14%	140.98	0.02%

Sale/Re-List Analysis of Comparable 8								
Sale Date	Sale Price	Re-List Date	Re-List Price	Listing Discount	Estimated Resale Price	% Difference	Time Elapsed (months)	% Change per Month
Dec-08	\$170,000	Aug-17	\$200,000	10%	\$180,000	5.88%	104.44	0.06%

The resales indicate adjustments from **+0.02 to +0.06% per month** (essentially no change) from 2000 to 2017.

## **MARKET ANALYSIS/HIGHEST & BEST USE (continued)**

**Market Participants** - Various market participants were contacted concerning the change in sale prices and values for cattle grazing and wetland properties in the region.

Malcolm Doolan (of Doolan Ranch, LLC) purchased a wetland-encumbered parcel for cattle grazing in 2015 for \$425/AC. He opined that the value in 2018 would be closer to \$500/AC. This indicates a price change of approximately +0.50% per month.

Bruce Topham (of Flying T Salers) opined that cattle grazing land value has increased over the past several years, but that heavily encumbered property has likely increased to a lesser degree.

Several other local cattle ranchers echoed Mr. Topham's statement; heavily encumbered properties (especially wetland properties) have seen a nominal increase over the past several years.

**Market Conditions Adjustment Conclusion:** The following table summarizes the market conditions adjustment conclusions for Klamath County:

<b>Source</b>	<b>Location</b>	<b>Type</b>	<b>Time Frame</b>	<b>Indicated Market Conditions Adjustment (per month)</b>
KCAR	Klamath County	Klamath County Land: 50 AC and Up	2013 to 2017	+0.26%
KCAR and County Records	Klamath County	Paired Sale Analyses	2000 to 2017	+0.02 to +0.06%
Market Participants	Klamath County	Cattle Grazing/Wetland Encumbered Land	Various	Nominally Positive Adjustment

### **MARKET CONDITIONS ADJUSTMENT CONCLUSION**

Based on the statistical data, resale analysis and market participant opinion, a market conditions adjustment of **0.25% per month** is applied to the comparable sales up to the date of value.

### **MARKETABILITY CONCLUSION**

The subject larger parcel has a good location near Klamath Falls, and good access from a country road (gravel/dirt) off Highway 97. It is of a functional size and shape, with average soils, level to low slopes and water/irrigation rights with older priority dates. The subject larger parcel has frontage along the Klamath River; this places it within the floodplain, but also affords the site with a riverfront amenity. The majority of the subject larger parcel is encumbered with wetlands, which makes for less desirable grazing land. However, it affords the site with a wildlife amenity.

The entirety of the subject larger parcel is encumbered by a United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Wetland Reserve Program (WRP) easement. This permanent easement prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses.

This impacts the marketability of the subject property. Note, however, that surrounding properties are utilized for waterfowl hunting and passive recreation, and there is an active market for such properties in the region.

**The subject larger parcel has a good marketability rating for waterfowl hunting/passive recreation, and should compete well with similar properties in the region.**

# **MARKET ANALYSIS/HIGHEST & BEST USE (continued)**

## **HIGHEST AND BEST USE**

### **Introduction**

Highest and best use is a market driven concept which identifies the most profitable and competitive use to which a property can be put. It is further defined as follows:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.”<sup>1</sup>

“The concept of highest and best use is fundamental to real property value. In one application of the concept, a site is valued as though vacant and available for development to its highest and best use. In another application, the highest and best use of the property as improved is estimated. A site may have one highest and best use as though vacant, while the improved site may have another optimal use.”<sup>2</sup>

Highest and best use is essentially a market driven concept which identifies the ideal use(s) of a property which follow logical market criteria. It attempts to mirror the thinking of a buyer in the marketplace. Analysis pertaining to the legal, physical, financial and most productive uses of the site, both as though vacant and as improved, narrows development options to those best fitting the demand for the property. Once highest and best use is established, the appraisal process focuses on the identified sub-market, selecting parameters for meaningful analyses.

**The *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires market value must be based on an economic highest and best use. Therefore, appraisals in federal acquisitions cannot be based on noneconomic or nonmarket uses. To be an economic use, the use must contribute to the property's actual market value, and there must be competitive supply and demand for that use in the private market.**

The highest and best use of the subject larger parcel has been tested separately against the four criteria in the following analysis.

### **Vacant Site**

“Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption the parcel of land is vacant or can be made vacant by demolishing any improvements.”<sup>3</sup>

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<sup>1</sup> *The Dictionary of Real Estate Appraisal, Sixth Edition*. Chicago: Appraisal Institute, 2015.

<sup>2</sup> *The Appraisal of Real Estate, 14th Edition*. Chicago: Appraisal Institute, 2013.

<sup>3</sup> *The Dictionary of Real Estate Appraisal, Sixth Edition*. Chicago: Appraisal Institute, 2015.

## **MARKET ANALYSIS/HIGHEST & BEST USE (continued)**

**Legally Permissible** - Legal factors influencing the subject larger parcel are primarily zoning regulations, County ordinances and easements/encumbrances.

The subject larger parcel is zoned EFU-CG (**Exclusive Farm Use – Cropland/Grazing**) by Klamath County. Uses within the zone are typically limited to cropland and grazing.

Noting the USDA NRCS WRP easement, which prohibits agricultural uses and limits use of the subject larger parcel to quiet enjoyment and undeveloped recreational uses, legal uses support use of the vacant subject larger parcel for **passive recreation**.

**Physically Possible** - The subject larger parcel has a good location near Klamath Falls, and good access from a country road (gravel/dirt) off Highway 97. It is of a functional size and shape, with average soils, level to low slopes and water/irrigation rights with older priority dates. The subject larger parcel has frontage along the Klamath River; this places it within the floodplain, but also affords the site with a riverfront amenity. The majority of the subject larger parcel is encumbered with wetlands, which makes for less desirable grazing land. However, it affords the site with a wildlife amenity.

Surrounding properties are utilized for cattle grazing, waterfowl hunting and passive recreation.

Considering physical and locational characteristics, **cattle grazing/waterfowl hunting/passive recreation** are supported for the vacant subject larger parcel.

**Financially Feasible** - Noting the historic and current use of the subject larger parcel (and of the surrounding properties), **cattle grazing/passive recreation** is supported for the vacant subject larger parcel.

**Maximally Productive** - Noting the restrictions of the USDA NRCS WRP easement (which prohibits grazing), **waterfowl hunting/passive recreation** are supported for the vacant subject larger parcel. This describes the maximally productive use of the subject larger parcel, as it represents a financially feasible, physically possible and legally permissible use.

**Marketability** - Noting the locational, physical and legal characteristics of the subject larger parcel, it has a good rating for **waterfowl hunting/passive recreation**.

**Highest and Best Use Conclusion As Vacant** - Based on past, present and prospective market activity in the subject's market area, it is our opinion the highest and best use of the vacant subject larger parcel is **waterfowl hunting/passive recreation**.

The most probable buyer of the vacant subject larger parcel would be a **private owner/user or an adjacent property owner**.

The *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires market value must be based on an economic highest and best use. Therefore, appraisals in federal acquisitions cannot be based on noneconomic or nonmarket uses. To be an economic use, the use must contribute to the property's actual market value, and there must be competitive supply and demand for that use in the private market.

**Based on conversations with market participants, and supported by the plentiful comparable sales, there is a market for waterfowl hunting/passive recreation properties in the region with healthy supply and demand.**

**Therefore, "waterfowl hunting/passive recreation" is an economic highest and best use.**

# **VALUATION METHODS**

## **SITE VALUE**

In valuing the subject site, as though vacant as of the effective date of this report, the Sales Comparison Approach is utilized. In this approach, recent sales and/or listings of similar sites are compared to the subject using the adjustment process (if appropriate) to indicate value. Where good market activity and data is available, this approach best reflects market behavior and provides a useful estimate of value for the subject land.

## **COST APPROACH**

The Cost Approach is based on the principle that the value of property is significantly related to its physical characteristics and that no one would pay more than the cost to build a like facility in today's market on a comparable site. In this approach, the market value of the site is estimated and added to the depreciated value of the improvements. In addition, entrepreneurial profit is added. For proposed or newer properties, this approach may have significant relevance. For older properties or those with substantial depreciation, this approach has limited application. However, the Cost Approach may prove useful as an indication of potential supply, as measured by the amount of profit evident. These factors will be considered in addressing the emphasis placed on the Cost Approach.

## **INCOME APPROACH**

This approach is predicated on the assumption that there is a definite relationship between the net income a property will earn and its value. Net income is the income generated before payment of any debt service. The process of converting it into value is called capitalization. Net income is divided by a capitalization rate. Factors such as risk, time, interest on the capital investment, upside potential and recapture of the depreciating asset are considered in the rate. Applying a capitalization rate based on indications from comparable sales reflects expectations of buyers and sellers in the market.

Another capitalization concept employed with the Income Approach is the Discounted Cash Flow Analysis or **yield capitalization**. It is developed by projecting cash flows over a holding period assuming variations in income, expenses, lease terms, reversion rates and internal rates. The net present value of the cash flows is a method of measuring anticipated future benefits.

## **SALES COMPARISON APPROACH**

This approach analyzes sales of comparable properties with regard to the nature and condition of each sale. Logical adjustments and/or comparisons are made for varying physical characteristics. For land value, a common denominator is a price per square foot or price per acre; for improved properties, it may be the price per square foot, price per unit, or a gross income multiplier. This approach develops a good indication of value when sales of similar properties have occurred.

## **VALUATION METHODS (continued)**

### **RECONCILIATION**

This is the process by which the individual approach indications are weighed based on validity and applicability to the subject market. The indications often indicate different values. After factors influencing each approach are carefully considered (i.e. quality and quantity of data, sophistication of the market, etc.), a final point estimate of value is concluded.

In total acquisitions, the *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires that compensation is measured by the market value of the property acquired.

**This report utilizes the Sales Comparison Approach to value the subject larger parcel (proposed total acquisition).**

The Income Capitalization and Cost Approaches are not typically relevant to land valuation. The exclusion of these approaches does not weaken the final value conclusions.

## **SALES COMPARISON APPROACH**

As stated previously, in total acquisitions, the *Uniform Appraisal Standards for Federal Land Acquisitions (Sixth Edition, 2016)* requires that compensation is measured by the market value of the property acquired.

In this section, the market value of the subject larger parcel will be estimated by comparing it with recent sales of land located in the subject's market area.

As discussed previously, the subject larger parcel has a highest and best use for **waterfowl hunting and passive recreation**.

The limited number of comparables in the subject's immediate area and region, combined with the lack of uniformity within the market, generally prevents direct extraction of adjustments from the marketplace (quantitative analysis). General analysis reflecting market behavior is utilized to determine which comparables are superior or inferior to the subject (qualitative analysis), which establishes value parameters for the subject and allows for a final conclusion of value.

**The comparable sales transpired between June 2012 and March 2018. An active listing is also included.**

Comparable 8, an active listing, is included due to its similar characteristics to the subject larger parcel. However, as it was not a transacted sale, supportive emphasis only is placed on its value indications.

The comparables represent rural Klamath County properties with a variety of similar highest and best uses; a combination of cattle grazing, waterfowl hunting and passive recreation potential.

Note that the purchase prices have been allocated to the various components of each comparable (unencumbered land, encumbered land, homesite and improvements). The allocations were derived by parties involved in the various comparable sales (listing/sales agents, grantors/grantees, etc.). This is a common practice in the appraisal of agricultural property.

### **VALUE ADJUSTMENTS**

The following adjustments are considered:

**Property Rights Conveyed:** Properties are sold with a specific bundle of rights and typically reflect various forms of ownership interest.

**All comparable transactions involved the transfer of the fee simple interest.** As such, no adjustments were required.

**Financing Terms:** Financing can play an important role in a sale transaction. Whether a sale reflects conventional mortgage financing, seller financing or cash can increase or decrease the effective sale price. The comparable sales are analyzed to ensure typical financing or cash equivalency.

**All financing terms were determined to be cash or equivalent to cash.** As such, no adjustments were required.

## **SALES COMPARISON APPROACH (continued)**

**Conditions of Sale:** Conditions of sale reflects the motivations of the buyer and seller. An adjustment is necessary if either party is operating under duress. Examples include a seller that needs cash in a hurry or a buyer who needs the property in order to complete an assemblage or 1031 exchange. In times of recession, lower prices are often negotiated in order to facilitate a sale rather than give the property back to the bank. Transactions of this type are not reflective of arm's length negotiations and require an adjustment.

**The motivations of the buyers and sellers were determined to be typical.** As such, no adjustments were required.

**Expenditures Made After Sale:** These costs typically include readying the site for the intended use of the property.

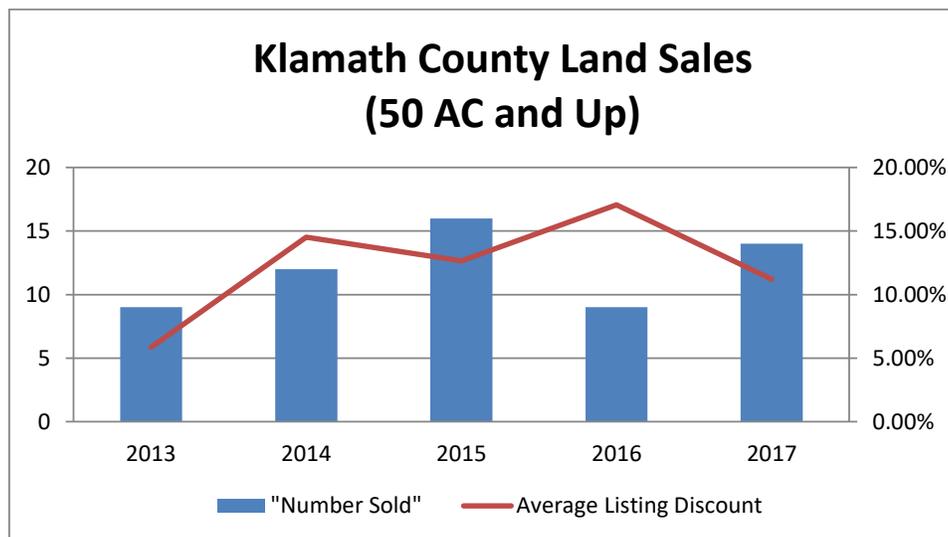
**The comparables required no atypical expenditures after sale.** As such, no adjustments were required.

**Market Conditions:** Based on the analyses presented in the Market Analysis section of this report, a **+0.25% per month market conditions adjustment** is applied to the comparable sales up to the date of value.

**Listing Status – Comparable 8** is listed for sale.

Given that properties typically sell for less than the listing price, an adjustment for listing status must be considered. In a healthy market, a 5 to 10% discount is considered to be appropriate.

The transactional data in the following table indicates a listing discount between 5.87 and 17.06%, **indicating a listing status discount of approximately 10%.**



## **COMPARABLE ANALYSIS**

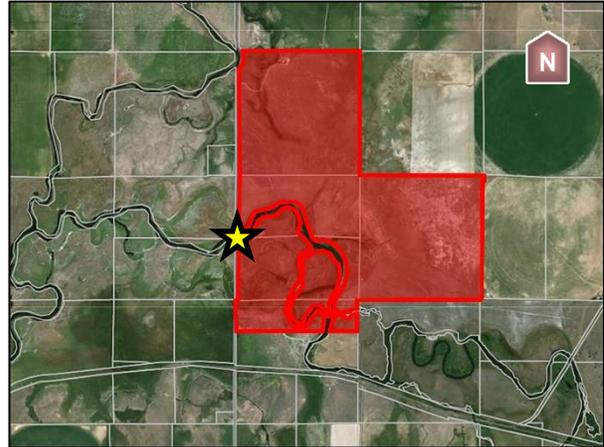
The characteristics of the comparables are outlined in the following narrative, with the comparison/ranking analyses of the individual subject parcels discussed at the conclusion of this section of the report. Aerial photographs were supplied by the Klamath County Geographic Information System (GIS). Information regarding the comparables is presented on the Comparable Tabulation Charts and Adjustment Grids, which follow the comparable discussion. Comparable Location Maps are also included. Data sheets are located in the Addenda.

## SALES COMPARISON APPROACH (continued)

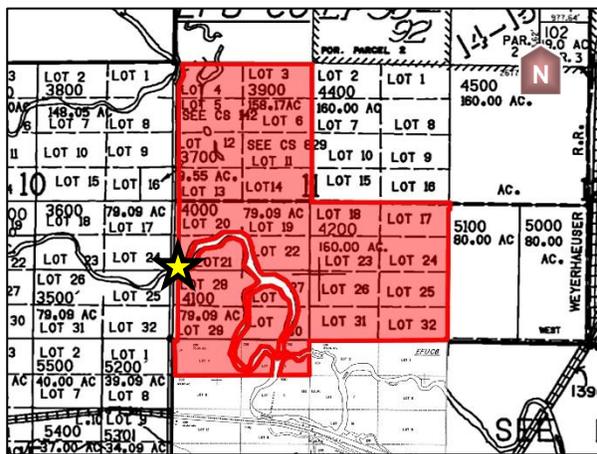
### COMPARABLE 1

Gadowa Springs Road  
 Beatty, OR  
 Klamath County  
 36S 12E (TLs 3900, 4000, 4100 & 4300) and  
 36S 12E 14 (TL 200)

The comparable is outlined and shaded red. It is accessed from Gadowa Springs Road. The yellow star indicates the location from which the appraisers photographed the comparable.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-23 taken April 11, 2018

**Comparable 1** is the June 2012 sale of a 491.51 AC property located 37.50 miles northeast of the subject larger parcel in Beatty, OR.

The majority of the site is encumbered with a NRCS/WRP easement. Based on conversations with the grantor, the encumbered property was purchased for passive recreation. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	491.51
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	NRCS/WRP Easement
Size of Encumbrance (AC)	473.70
% Encumbered	96.38%
Access	From Gadowa Springs Road
Soil Type	Class 4: Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	174.10 AC Water Rights, Priority Date 1992
Improvements	Residence and Shop
Recreational Amenities	River Frontage, Hunting, Fishing

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 1 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b> Number of AC	Allocated Price Price per AC		
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$193,063</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>473.70</b>	<b>\$408</b>
<b>Homesite</b>	Allocated Price	\$30,000	
Number of AC	Price per AC	17.81	\$1,684
<b>Improvement Allocation</b>		\$197,000	

The access (directly off Gadowa Springs Road) is slightly superior when compared to the subject larger parcel (public road off Highway 97).

The zoning, soil type, slopes, water/irrigation rights, encumbrance type and recreational amenities are similar.

The removed location and larger site size (which places some downward pressure on the price per AC indication) are inferior.

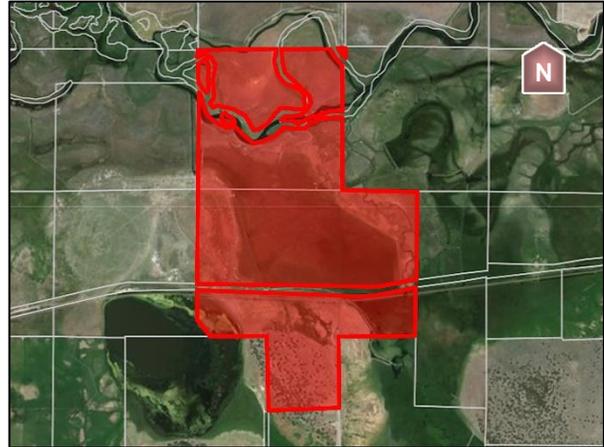
**Overall, this comparable is a low indicator for the subject's larger parcel.**

## SALES COMPARISON APPROACH (continued)

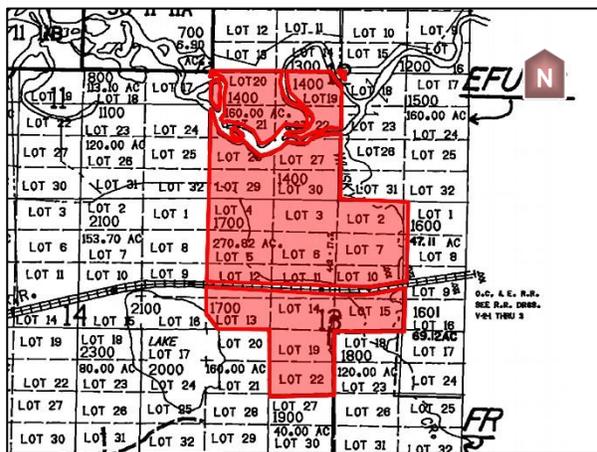
### COMPARABLE 2

Near Sprague River Road  
 Sprague River, OR  
 Klamath County  
 16S 11E (TLs 1400 & 1700)

The comparable is outlined and shaded red. It lacks deeded access: the buyer owns all the adjacent properties. The appraisers attempted to access the property from public rights of way, but were unable to photograph it.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County

**Comparable 2** is the December 2013 sale of a 410.29 AC property located 33.25 miles northeast of the subject larger parcel in Sprague River, OR.

The majority of the site is encumbered with wetlands. Based on conversations with the grantor and grantee, the encumbered property was purchased for cattle crazing. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	410.29
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	Wetlands
Size of Encumbrance (AC)	291.33
% Encumbered	71.01%
Access	None
Soil Type	Predom. Class 4: Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	198.70 AC Water Rights, Priority Dates 1864/1962
Improvements	Barn/Shed
Recreational Amenities	Lake/Creek Frontage, Hunting, Fising

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 2 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b>	Allocated Price	\$89,220	
Number of AC	Price per AC	118.96	<b>\$750</b>
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$117,780</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>291.33</b>	<b>\$404</b>
<b>Homesite</b>	Allocated Price		
Number of AC	Price per AC		
<b>Improvement Allocation</b>		\$18,500	

The encumbrance type (wetlands) is superior when compared to the subject larger parcel's encumbrance (NRCS/WRP easement), in that wetlands can be utilized for cattle grazing and crops and NRCS/WRP easement areas cannot.

The site size, zoning, soil type, slopes, water/irrigation rights and recreational amenities are similar.

The removed location and lack of access is inferior.

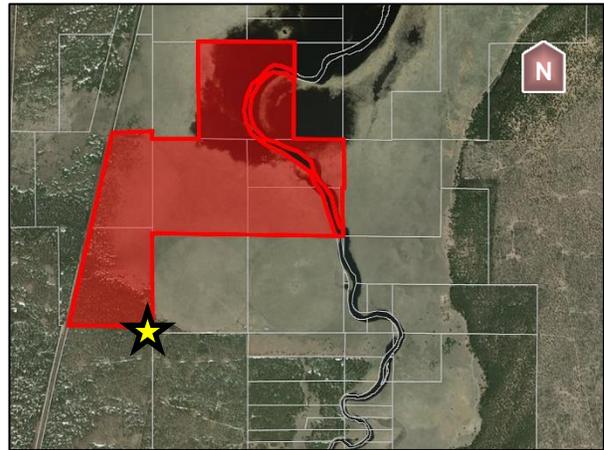
**Overall, this comparable is a low indicator for the subject's larger parcel.**

## SALES COMPARISON APPROACH (continued)

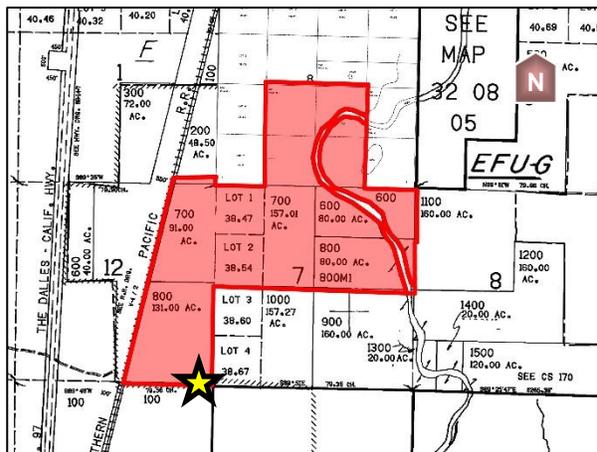
### COMPARABLE 3

Easement Off Oregon Drive  
Kirk, OR (near Chiloquin)  
Klamath County  
32S 07E (TLs 700 & 800) and  
32S 08E (TLs 600-800) and  
32S 08E 06 (TL 700)

The comparable is outlined and shaded red. It is accessed from the south via an easement off Oregon Drive. The yellow star indicates the location from which the appraisers photographed the comparable.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-27 taken April 11, 2018

**Comparable 3** is the January 2015 sale of a 654.72 AC property located 46.75 miles north of the subject larger parcel in Kirk, OR (near Chiloquin).

The majority of the site is encumbered with wetlands. Based on conversations with the grantee, the encumbered property was purchased for cattle grazing. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	654.72
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	Wetlands
Size of Encumbrance (AC)	581.92
% Encumbered	88.88%
Access	Gravel/Dirt Easement
Soil Type	No Soil Data Available: Assumed to be Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	654.72 AC Water Rights, Priority Dates 1800/1961
Improvements	None
Recreational Amenities	Marsh/River Frontage, Hunting, Fishing

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 3 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b>	Allocated Price	\$61,152	
Number of AC	Price per AC	72.80	\$840
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$322,973</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>581.92</b>	<b>\$555</b>
<b>Homesite</b>	Allocated Price		
Number of AC	Price per AC		
<b>Improvement Allocation</b>			

The encumbrance type (wetlands) is superior when compared to the subject larger parcel's encumbrance (NRCS/WRP easement).

The zoning, soil type, slopes, water/irrigation rights and recreational amenities are similar.

The removed location, easement access and larger site size (which places some downward pressure on the price per AC indication) are inferior.

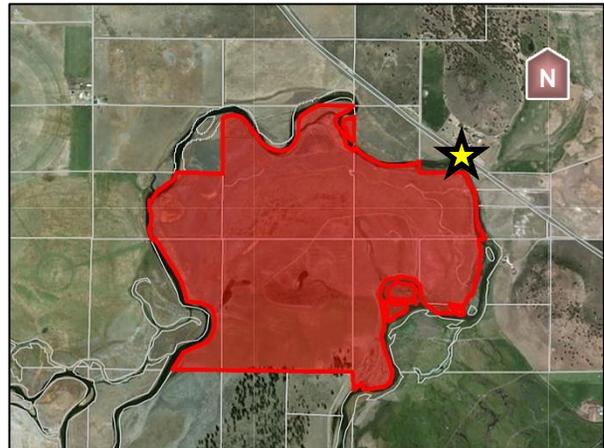
**Overall, this comparable is a slightly low indicator for the subject's larger parcel.**

## SALES COMPARISON APPROACH (continued)

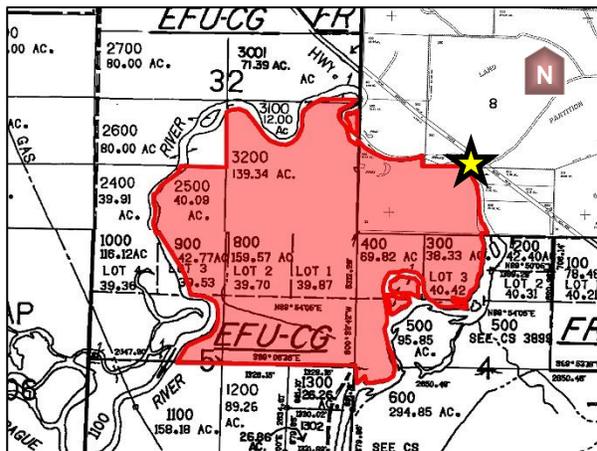
### COMPARABLE 4

Easement off Skeen Ranch Trail  
 Sprague River, OR  
 Klamath County  
 35S 10W (TLs 2500 & 3200) and  
 35S 10E 33 (TL 600) and  
 36S 10W (TLs 300, 400, 800 & 900)

The comparable is outlined and shaded red. It is accessed from the south via an easement off Skeen Ranch Trail. The appraisers did not have permission travel the easement. The yellow star indicates the location from which the appraisers photographed the comparable.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-25 taken April 11, 2018

**Comparable 4** is the January 2017 sale of a 562.93 AC property located 28.75 miles northeast of the subject larger parcel in Sprague River, OR.

The entirety of the site is encumbered with a NRCS/WRP easement. Based on conversations with the grantor, the encumbered property was purchased for passive recreation. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	562.93
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	NRCS/WRP Easement
Size of Encumbrance (AC)	362.09
% Encumbered	64.32%
Access	Gravel/Dirt Easement
Soil Type	Class 4: Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	470.00 AC Water Rights, Priority Date 1864
Improvements	None
Recreational Amenities	River Front age, Hunting, Fishing

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 4 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b>	Allocated Price	\$502,100 (Portion Enrolled in CREP: See Narrative)	
Number of AC	Price per AC	200.84	\$2,500
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$106,288</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>362.09</b>	<b>\$294</b>
<b>Homesite</b>	Allocated Price		
Number of AC	Price per AC		
<b>Improvement Allocation</b>			

The zoning, soil type, slopes, water/irrigation rights, encumbrance type and recreational amenities are similar.

The removed location, easement access and larger site size (which places some downward pressure on the price per AC indication) are inferior.

**Overall, this comparable is a very low indicator for the subject's larger parcel.**

## **SALES COMPARISON APPROACH (continued)**

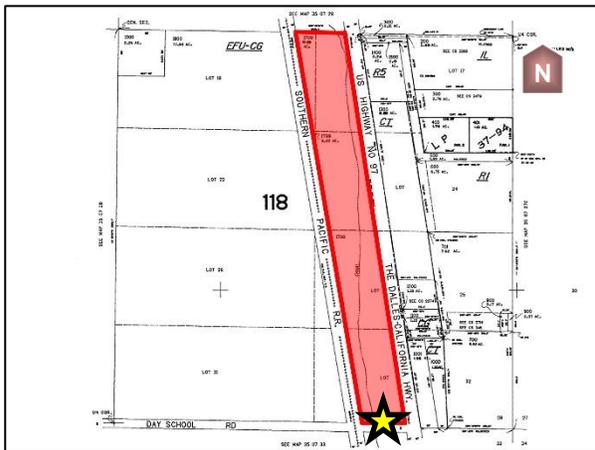
### **COMPARABLE 5**

Day School Road Off Highway 97  
Chiloquin, OR  
Klamath County  
35S 07E 28D (TL 1700)

**The comparable is outlined and shaded red. It is accessed from Day School Road. The yellow star indicates the location from which the appraisers photographed the comparable.**



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-2 taken April 11, 2018

**Comparable 5** is the October 2017 sale of an 18.80 AC property located 25.75 miles north of the subject larger parcel in Chiloquin, OR.

The majority of the site is encumbered with a shallow depth, wetlands and an irrigation ditch. Based on conversations with the grantor, the comparable was purchased for passive recreation. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	18.80
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	Shallow Depth, Wetlands and Irrigation Ditch
Size of Encumbrance (AC)	18.80
% Encumbered	100.00%
Access	Off Day School Road
Soil Type	Class 4: Well Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	None
Improvements	None
Recreational Amenities	None

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 5 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b> Number of AC	Allocated Price Price per AC		
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$15,733</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>18.80</b>	<b>\$837</b>
<b>Homesite</b> Number of AC	Allocated Price Price per AC		
<b>Improvement Allocation</b>			

The access (directly off Day School Road) and smaller site size (which places significant upward pressure on the price per AC indication), soil type are superior.

The zoning, slopes and encumbrance type are similar.

The removed location, lack of water/irrigations rights, encumbrance type and lack of recreational amenities are inferior.

**Overall, this comparable is a very high indicator for the subject's larger parcel.**

## **SALES COMPARISON APPROACH (continued)**

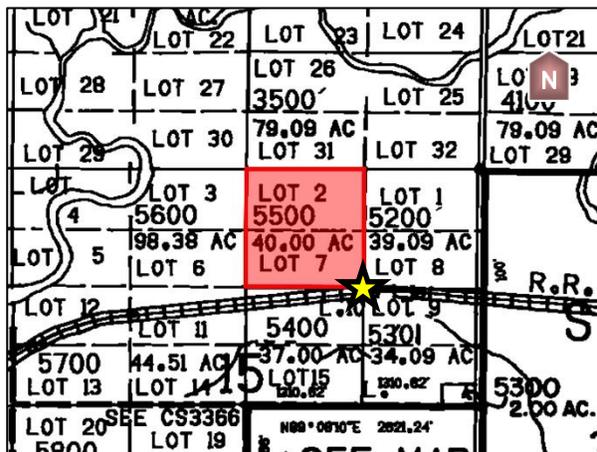
### **COMPARABLE 6**

Near Gadowa Springs Road  
Beatty, OR  
Klamath County  
36S 12E (TL 5500)

The comparable is outlined and shaded red. It lacks deeded access: the buyer owns all the adjacent properties. The appraisers accessed the property from the OC&E Trail to the south. The yellow star indicates the location from which the appraisers photographed the comparable.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-21 taken April 11, 2018

**Comparable 6** is the January 2018 sale of a 40.43 AC property located 36.50 miles northeast of the subject larger parcel in Beatty, OR.

The entirety of the site is encumbered with wetlands. Based on conversations with the grantee, the encumbered property was purchased for cattle grazing. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	40.43
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	Wetlands
Size of Encumbrance (AC)	40.43
% Encumbered	100.00%
Access	None
Soil Type	Class 4: Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	None
Improvements	None
Recreational Amenities	None

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 6 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b> Number of AC	Allocated Price Price per AC		
<b>Encumbered Land</b> <b>Number of AC</b>	<b>Allocated Price</b> <b>Price per AC</b>	<b>\$32,240</b>	
		<b>40.43</b>	<b>\$797</b>
<b>Homesite</b> Number of AC	Allocated Price Price per AC		
<b>Improvement Allocation</b>			

The smaller site size (which places significant upward pressure on the price per AC indication) and encumbrance type are superior.

The zoning, soil type and slopes are similar.

The removed location, lack of access, lack of water/irrigation rights and lack of recreational amenities are inferior

**Overall, this comparable is a slightly high indicator for the subject's larger parcel.**

## SALES COMPARISON APPROACH (continued)

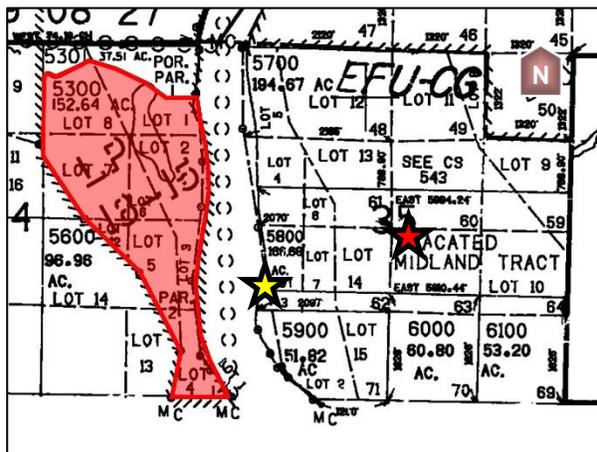
### COMPARABLE 7

Easement Off Kerns Swamp Road  
Midland, OR (near Klamath Falls)  
Klamath County  
39S 08W (TL 5300)

The comparable is outlined and shaded red. It is accessed from the west via an easement off Kerns Swamp Road. The appraisers did not have permission travel the easement. The yellow star indicates the location from which the appraisers photographed the comparable. The red star denotes the subject larger parcel.



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-11 taken April 11, 2018

**Comparable 7** is the March 2018 sale of a 163.97 AC property located 0.75 miles west of the subject larger parcel in Midland, OR.

The entirety of the site is encumbered with a NRCS/WRP easement. Based on conversations with the grantor, the property was purchased for waterfowl hunting and passive recreation. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	163.97
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	NRCS/WRP Easement
Size of Encumbrance (AC)	163.97
% Encumbered	100.00%
Access	Gravel/Dirt Easement
Soil Type	Predom. Class 4 & 3: Somewhat Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	155.04 AC Water Rights, Priority Date 1906
Improvements	None
Recreational Amenities	River Front age, Hunting, Fishing

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 7 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b> Number of AC	Allocated Price Price per AC		
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$110,000</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>163.97</b>	<b>\$671</b>
<b>Homesite</b> Number of AC	Allocated Price Price per AC		
<b>Improvement Allocation</b>			

The soil type is slightly superior.

The location, site size, zoning, slopes, water/irrigation rights, encumbrance type and recreational amenities are similar.

The easement access is slightly inferior.

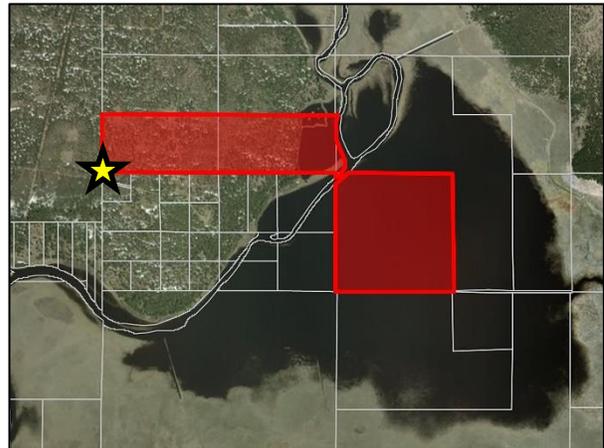
**Overall, this comparable is a reasonable indicator for the subject's larger parcel.**

## **SALES COMPARISON APPROACH (continued)**

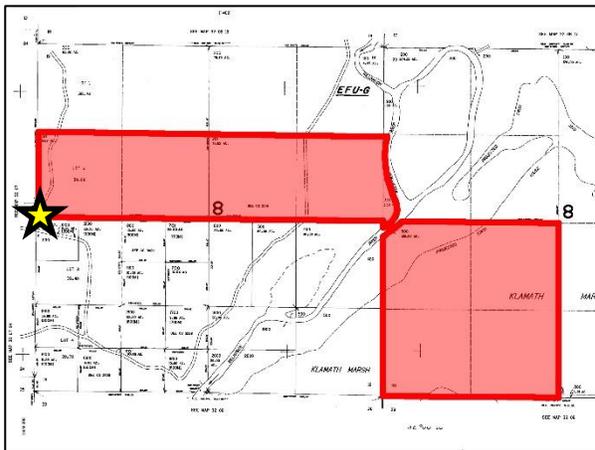
### **COMPARABLE 8**

Easement Off Fuego Road  
Kirk, OR (near Chiloquin)  
Klamath County  
32S 08E 19 (TLs 201 & 301) and  
32S 08E 20 (TLs 301 & 500)

**The comparable is outlined and shaded red. It is accessed from the south via an easement off Fuego Road. The yellow star indicates the location from which the appraisers photographed the comparable.**



Aerial Map Courtesy of Klamath County GIS



Plat Map Courtesy of Klamath County



Photo 11707-29 taken April 11, 2018

**Comparable 8** is the active listing of a 318.18 AC property located 45.00 miles north of the subject larger parcel in Kirk, OR.

Approximately half of the site is encumbered with a NRCS/WRP easement. Based on conversations with the listing agent, the property could be used for waterfowl hunting and passive recreation. The following table outlines the characteristics of the comparable:

Site Area (AC) per GIS	318.18
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)
Encumbrance	NRCS/WRP Easement
Size of Encumbrance (AC)	163.10
% Encumbered	51.26%
Access	Dirt Easement
Soil Type	No Soil Data Available: Assumed to be Poorly Drained
Slopes	Level to Low Slopes
Water/Irrigation Rights	185.48 AC Water Rights, Priority Date 1800
Improvements	Shed (No Value)
Recreational Amenities	Marsh/River Frontage, Hunting, Fishing

## **SALES COMPARISON APPROACH (continued)**

### **COMPARABLE 8 (continued)**

The following table outlines the allocations to the various components of the comparable:

<b>Unencumbered Land</b>	Allocated Price	\$116,310	
Number of AC	Price per AC	155.08	\$750
<b>Encumbered Land</b>	<b>Allocated Price</b>	<b>\$63,690</b>	
<b>Number of AC</b>	<b>Price per AC</b>	<b>163.10</b>	<b>\$390</b>
<b>Homesite</b>	Allocated Price		
Number of AC	Price per AC		
<b>Improvement Allocation</b>			

The site size, zoning, soil type, slopes, water/irrigation rights, encumbrance type and recreational amenities are similar.

The removed location and easement access are slightly inferior.

**Overall, this comparable is a low indicator for the subject's larger parcel.**

**Price per Encumbered Acre** - Seven comparables were selected for comparison purposes. The sales occurred between June 2012 and May 2018, and have been adjusted upward for market conditions. An active listing has also been included, and has been adjusted for listing status.

The subject property is well-bracketed by the comparables on a **price per encumbered AC basis**; its perceived position is arrayed with the comparables in the following table:

<b>Comparable</b>	<b>Adjusted Price/Encumbered AC</b>	<b>Indication</b>
5	\$837	Very High
6	\$797	Slightly High
7	\$671	Reasonable
<b>SUBJECT</b>		
3	\$555	Slightly Low
1	\$408	Low
2	\$404	Low
8 (LISTING)	\$390	Low
4	\$294	Very Low

Comparables 3 and 6 form a narrowed range from \$555 to \$797/Encumbered AC, and Comparable 7 (\$671/Encumbered AC) is considered a reasonable indicator. **The comparables support a unit value of \$670/Encumbered AC.**

**The Uniform Appraisal Standards for Federal Land Acquisitions limit comparables to sold properties only.** Comparable 8, an active listing, is included due to its similar characteristics to the subject larger parcel. However, as it was not a transacted sale, supportive emphasis only is placed on its value indications.

## **SALES COMPARISON APPROACH (continued)**

The anecdotal comparable data located in the following table (\$500 to \$861/Encumbered AC of NRCS/WRP Easement encumbered land) supports the \$670/Encumbered AC unit value conclusion.

County	City	Sale Price	Sale Date	Total Size (AC)	Encumbered Size (AC)	Encumbrance	Price Allocated to Encumbered Area	Allocated Price/ Encumbered AC
Polk	Sheridan	\$600,000	Nov-17	325.24	189.00	NRCS/WRP Easement	\$94,500	\$500
Yamhill	Sheridan	\$60,000	Dec-17	69.72	69.72	NRCS/WRP Easement	\$60,000	\$861

With an encumbered area of 215.71 AC, this equates to an estimated market value of the subject property of \$144,526 (\$670/Encumbered AC x 215.71 Encumbered AC), rounded to **\$145,000**.

Recall that a neighboring property owner (adjacent north) recently offered the Andersons \$150,000 for the subject larger parcel. The neighbor desires the subject larger parcel for waterfowl hunting. **This informal offer appears to be at or near market levels, and supports our concluded market value.**

**The Oregon Department of Fish and Wildlife (ODFW) intends to acquire fee title to the two tax lots (representing the entirety of the subject larger parcel) for wetland conservation and fish and wildlife habitat protection.**

**The market value of the subject larger parcel (proposed total acquisition), utilizing acquisition/condemnation appraisal methodology, as of April 11, 2018, was:**

**ONE HUNDRED FORTY FIVE THOUSAND DOLLARS**

**\$145,000**

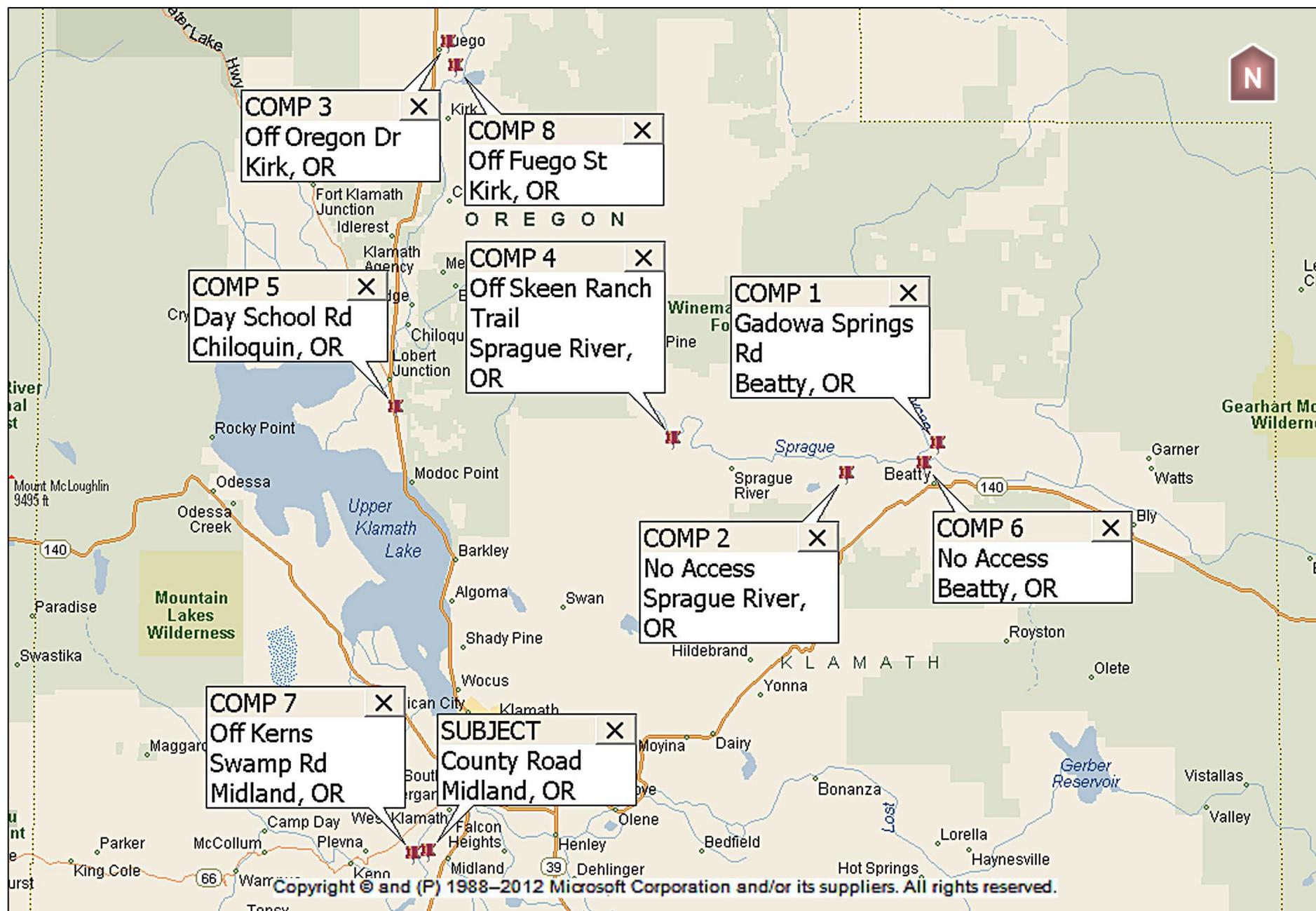
## COMPARABLE TABULATION CHART AND ADJUSTMENT GRID (COMPARABLES 1-4)

Characteristics	Subject		Comparable 1		Comparable 2		Comparable 3		Comparable 4	
Address	County Road Off Highway 97		Gadowa Springs Road		No Access (Near Sprague River Road)		Easement Off Oregon Drive		Easement of Skeen Ranch Trail	
City, State	Midland, OR (near Klamath Falls)		Beatty, OR		Sprague River, OR		Kirk, OR (near Chiloquin)		Sprague River, OR	
County	Klamath		Klamath		Klamath		Klamath		Klamath	
Map & Tax Lot(s) / Tax Account(s)	39S 08E (TL 5800) & 39S 08E 36 (TL 300)	R492229 & R502352	36S 12E (TLs 3900, 4000, 4100 & 4300) & 36S 12E 14 (TL 200)	R352273, R352264, R352291, R352255 & R685725	36S 11E (TLs 1400 & 1700)	R335925 & R335845	32S 07E (TLs 700 & 800), 32S 08E (TLs 600-800) & 32S 08E 06 (TL 700)	R84535, R84474, R90172, R90485, R90092 & R857905	35S 10E (TLs 2500 & 3200), 35S 10E 33 (TL 600), & 36S 10E (TLs 300, 400, 800 & 900)	R256939, R256948, R256957, R324152, R324161, R324170 & R324214
GPS Coordinates	42° 07' 58.58" N	121° 50' 40.66" W	42° 28' 02.49" N	121° 15' 58.60" W	42° 27' 17.84" N	121° 21' 43.40" W	42° 49' 01.11" N	121° 48' 30.82" W	42° 29' 15.98" N	121° 32' 56.31" W
Proximity to Subject			37.50 miles NE		33.25 miles NE		46.75 miles N		28.75 miles NE	
Sale Date	Date of Value: April 11, 2018		June 9, 2012		December 31, 2013		January 8, 2015		June 28, 2017	
Sale Price			\$357,500		\$200,000		\$350,000		\$595,000	
Price/Acre (Unadjusted)			\$727		\$487		\$535		\$1,057	
List Price			N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)	
List Price vs. Sale Price (% Change)			N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)	
Inspection Date	April 11, 2018		April 11, 2018		April 11, 2018		April 11, 2018		April 11, 2018	
Use/Highest at Best Use at Time of Sale	Waterfowl Hunting/Passive Recreation		Passive Recreation		Cattle Grazing		Cattle Grazing		Passive Recreation	
Site Area (AC) per GIS	215.71		491.51		410.29		654.72		562.93	
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)	
Encumbrance	NRCS/WRP Easement		NRCS/WRP Easement		Wetlands		Wetlands		NRCS/WRP Easement	
Size of Encumbrance (AC)	215.71		473.70		291.33		581.92		362.09	
% Encumbered	100%		96.38%		71.01%		88.88%		64.32%	
Access	Gravel/Dirt Road		From Gadowa Springs Road		None		Gravel/Dirt Easement		Gravel/Dirt Easement	
Soil Type	Predom. Class 3 & 4: Poorly Drained		Class 4: Poorly Drained		Predom. Class 4: Poorly Drained		No Soil Data Available: Assumed to be Poorly Drained		Class 4: Poorly Drained	
Slopes	Level to Low Slopes		Level to Low Slopes		Level to Low Slopes		Level to Low Slopes		Level to Low Slopes	
Water/Irrigation Rights	195.40 AC Water Rights, Priority Dates 1879/1899		174.10 AC Water Rights, Priority Date 1992		198.70 AC Water Rights, Priority Dates 1864/1962		654.72 AC Water Rights, Priority Dates 1800/1961		470.00 AC Water Rights, Priority Date 1864	
Improvements	None		Residence and Shop		Barn/Shed		None		None	
Recreational Amenities	River Frontage, Hunting, Fishing		River Frontage, Hunting, Fishing		Lake/Creek Frontage, Hunting, Fishing		Marsh/River Frontage, Hunting, Fishing		River Frontage, Hunting, Fishing	
<b>Element</b>			<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>
Property Rights Conveyed			Fee Simple	\$ -	Fee Simple	\$ -	Fee Simple	\$ -	Fee Simple	\$ -
Financing Terms			Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -
Conditions of Sale			Arm's Length	\$ -	Arm's Length	\$ -	Arm's Length	\$ -	Arm's Length	\$ -
Expenditures Following Sale			None	\$ -	None	\$ -	None	\$ -	None	\$ -
Adjusted Price				\$ 357,500		\$ 200,000		\$ 350,000		\$ 595,000
Months of Market Conditions Adjustment			70		51		39		9	
Market Conditions	+0.25% per month to Date of Value		17.5%	\$ 62,563	12.8%	\$ 25,500	9.8%	\$ 34,125	2.3%	\$ 13,388
<b>Adjusted Price Overall</b>				\$ 420,063		\$ 225,500		\$ 384,125		\$ 608,388
<b>Adjusted Price/Acre</b>				\$ 855		\$ 550		\$ 587		\$ 1,081
<b>Unencumbered Land</b>	Allocated Price				\$89,220		\$61,152		\$502,100	
Number of AC	Price per AC				118.96	\$750	72.80	\$840	200.84	\$2,500
<b>Encumbered Land</b>	Allocated Price		\$193,063		\$117,780		\$322,973		\$106,288	
Number of AC	Price per AC	215.71	473.70	\$408	291.33	\$404	581.92	\$555	362.09	\$294
<b>Homesite</b>	Allocated Price		\$30,000							
Number of AC	Price per AC		17.81	\$1,684						
<b>Improvement Allocation</b>			\$197,000		\$18,500					
<b>Qualitative Adjustment: Encumbered Land</b>	<b>215.71 AC</b>		<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>
Location	Midland (near Klamath Falls), Klamath County, OR		Inferior	-	Inferior	-	Sl. Inferior	-/=	Inferior	-
Access	Gravel/Dirt Road		Sl. Superior	+/=	Inferior	-	Sl. Inferior	-/=	Sl. Inferior	-/=
Size	215.71 AC		Larger (Sl. Inf.)	-/=	Similar	=	Larger (Sl. Inf.)	-/=	Larger (Sl. Inf.)	-/=
Zoning	E-40 (Exclusive Farm Use)		Similar	=	Similar	=	Similar	=	Similar	=
Soil Type	Predom. Class 3 & 4: Poorly Drained		Similar	=	Similar	=	Similar	=	Similar	=
Slopes	Level to Low Slopes		Similar	=	Similar	=	Similar	=	Similar	=
Water/Irrigation Rights	195.40 AC Water Rights, Priority Dates 1879/1899		Similar	=	Similar	=	Similar	=	Similar	=
Encumbrance Type	NRCS/WRP Easement		Similar	=	Superior	+	Superior	+	Similar	=
Recreational Amenity	River Frontage, Hunting, Fishing		Similar	=	Similar	=	Similar	=	Similar	=
<b>Comparability Conclusion</b>				-		-		-/=		--
<b>Confirmation</b>				Low Indicator		Low Indicator		Slightly Low Indicator		Very Low Indicator
Source			County Records		County Records		County Records		County Records	
Agent, Grantor or Grantee			Grantor		Grantor & Grantee		Grantee		Grantor	
Name			Christina White		Robert a Runge & Bruce Topham		Doug MaGee		Glen Crouch	
Phone No.			503-819-1222		503-838-4227 & 541-533-2416		541-480-8446		503-947-6240	
Confirmed			Phone/County Recs		Phone/County Recs		Phone/County Recs		Phone/E-Mail/County Recs	

## COMPARABLE TABULATION CHART AND ADJUSTMENT GRID (COMPARABLES 5-8)

Characteristics	Subject		Comparable 5		Comparable 6		Comparable 7		Comparable 8	
Address	Public Road Off Highway 97		Day School Road		No Access (Near Gadowa Springs Road)		Easement Off Kerns Swamp Road		Easement Off Fuego Road	
City, State	Midland, OR (near Klamath Falls)		Chiloquin, OR		Beatty, OR		Midland, OR (near Klamath Falls)		Chiloquin, OR	
County	Klamath		Klamath		Klamath		Klamath		Klamath	
Map & Tax Lot(s) / Tax Account(s)	39S 08E (TL 5800) & 39S 08E 36 (TL 300)	R492229 & R502352	35S 07E 28D (TL 1700)	R249252	36S 12E (TL 5500)	R352601	39S 08E (TL 5300)	R583666	32S 08E 19 (TLs 201 & 301) & 32S 08E 20 (TLs 301 & 500)	R886306, R886305, R886309 & R90458
GPS Coordinates	42° 07' 58.58" N	121° 50' 40.66" W	42° 30' 17.19" N	121° 52' 52.24" W	42° 27' 15.23" N	121° 16' 42.51" W	42° 08' 06.04" N	121° 51' 33.81" W	42° 46' 49.82" N	121° 47' 41.77" W
Proximity to Subject			25.75 miles N		36.50 miles NE		0.75 miles W		45.00 miles N	
Sale Date	<b>Date of Value: April 11, 2018</b>		<b>October 19, 2017</b>		<b>January 3, 2018</b>		<b>March 28, 2018</b>		<b>LISTING</b>	
Sale Price			<b>\$15,500</b>		<b>\$32,000</b>		<b>\$110,000</b>		<b>\$200,000</b>	
Price/Acre (Unadjusted)			<b>\$824</b>		<b>\$791</b>		<b>\$671</b>		<b>\$629</b>	
List Price			N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)		N/A (Listing)	
List Price vs. Sale Price (% Change)			N/A (Not Listed)		N/A (Not Listed)		N/A (Not Listed)		N/A (Listing)	
Inspection Date	April 11, 2018		April 11, 2018		April 11, 2018		April 11, 2018		April 11, 2018	
Use/Highest at Best Use at Time of Sale	Waterfowl Hunting/Passive Recreation		Passive Recreation		Cattle Grazing		Waterfowl Hunting/Passive Recreation		Waterfowl Hunting/Passive Recreation	
Site Area (AC) per GIS	0.00		18.80		40.43		163.97		318.18	
Zoning	EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)		EFU-CG (Exclusive Farm Use- Cropland/Grazing)	
Encumbrance	NRCS/WRP Easement		Shallow Depth, Wetlands and Irrigation Ditch		Wetlands		NRCS/WRP Easement		NRCS/WRP Easement	
Size of Encumbrance (AC)	215.71		18.80		40.43		163.97		163.10	
% Encumbered	#DIV/0!		100.00%		100.00%		100.00%		51.26%	
Access	Gravel/Dirt Road		Off Day School Road		None		Gravel/Dirt Easement		Dirt Easement	
Soil Type	Predom. Class 3 & 4: Poorly Drained		Class 4: Well Drained		Class 4: Poorly Drained		Predom. Class 4 & 3: Somewhat Poorly Drained		No Soil Data Available: Assumed to be Poorly Drained	
Slopes	Level to Low Slopes		Level to Low Slopes		Level to Low Slopes		Level to Low Slopes		Level to Low Slopes	
Water/Irrigation Rights	195.40 AC Water Rights, Priority Dates 1879/1899		None		None		155.04 AC Water Rights, Priority Date 1906		185.48 AC Water Rights, Priority Date 1800	
Improvements	None		None		None		None		Shed (No Value)	
Recreational Amenities	River Frontage, Hunting, Fishing		None		None		River Frontage, Hunting, Fishing		Marsh/River Frontage, Hunting, Fishing	
<b>Element</b>			<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>	<b>Description</b>	<b>Adj (+/-)</b>
Property Rights Conveyed			Fee Simple	\$ -	Fee Simple	\$ -	Fee Simple	\$ -	Fee Simple	\$ -
Financing Terms			Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -	Cash/Cash Equiv.	\$ -
Conditions of Sale			Arm's Length	\$ -	Arm's Length	\$ -	Arm's Length	\$ -	Arm's Length	\$ -
Expenditures Following Sale			None	\$ -	None	\$ -	None	\$ -	None	\$ -
Adjusted Price				\$ 15,500		\$ 32,000		\$ 110,000		\$ 200,000
Months of Market Conditions Adjustment			6		3		0		LISTING	
Market Conditions	<b>+0.25% per month to Date of Value</b>		1.5%	\$ 233	0.8%	\$ 240	0.0%	\$ -	-10.0%	\$ (20,000)
<b>Adjusted Price Overall</b>				<b>\$ 15,733</b>		<b>\$ 32,240</b>		<b>\$ 110,000</b>		<b>\$ 180,000</b>
<b>Adjusted Price/Acre</b>				<b>\$ 837</b>		<b>\$ 797</b>		<b>\$ 671</b>		<b>\$ 566</b>
<b>Unencumbered Land</b>	Allocated Price								\$116,310	
Number of AC	Price per AC								155.08	\$750
<b>Encumbered Land</b>	Allocated Price		\$15,733		\$32,240		\$110,000		\$63,690	
Number of AC	Price per AC	215.71	18.80	\$837	40.43	\$797	163.97	\$671	163.10	\$390
<b>Homesite</b>	Allocated Price									
Number of AC	Price per AC									
<b>Improvement Allocation</b>										
<b>Qualitative Adjustment: Encumbered Land</b>	<b>215.71 AC</b>		<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>	<b>Comparison</b>	<b>Rating (+/-)</b>
Location	Midland (near Klamath Falls), Klamath County, OR		Sl. Inferior	-/=	Inferior	-	Similar	=	Sl. Inferior	-/=
Access	Gravel/Dirt Road		Sl. Superior	+/=	Inferior	-	Sl. Inferior	-/=	Sl. Inferior	-/=
Size	215.71 AC		Smaller (V. Sup.)	+++	Smaller (V. Sup.)	+++	Similar	=	Similar	=
Zoning	E-40 (Exclusive Farm Use)		Similar	=	Similar	=	Similar	=	Similar	=
Soil Type	Predom. Class 3 & 4: Poorly Drained		Superior	+	Similar	=	Sl. Superior	+/=	Similar	=
Slopes	Level to Low Slopes		Similar	=	Similar	=	Similar	=	Similar	=
Water/Irrigation Rights	195.40 AC Water Rights, Priority Dates 1879/1899		Inferior	-	Inferior	-	Similar	=	Similar	=
Encumbrance Type	NRCS/WRP Easement		Inferior	-	Superior	+	Similar	=	Similar	=
Recreational Amenity	River Frontage, Hunting, Fishing		Sl. Inferior	-/=	Sl. Inferior	-/=	Similar	=	Similar	=
<b>Comparability Conclusion</b>			<b>++</b>		<b>+/=</b>		<b>=</b>		<b>-</b>	
			<b>Very High Indicator</b>		<b>Slightly High Indicator</b>		<b>Reasonable Indicator</b>		<b>Low Indicator</b>	
<b>Confirmation</b>										
Source			CoStar		County Records		County Records		Klamath County Association of Realtors	
Agent, Grantor or Grantee			Grantor		Grantee		Grantor Representative		Agent	
Name			Klamath County		John Flynn		Chris Dobson		Kelli Santillie	
Phone No.			541-883-5111		541-219-1003		707-364-4220		541-331-5900	
Confirmed			Phone/Sales Sheet /County Recs		Phone/Sales Sheet /County Recs		Phone/County Recs		Phone/Sales Sheet /County Recs	

## COMPARABLE MAP



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## **CERTIFICATION OF APPRAISAL**

We certify that, to the best of our knowledge and belief:

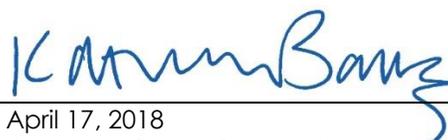
- The statements of fact contained in this report are true and correct.
- We have not performed services regarding the subject, as appraisers or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective personal interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraisal was developed and the appraisal report was prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- The appraisers have made physical inspections of the property appraised and the property ownership, or their designated representative, was given the opportunity to accompany the appraisers on the property inspection.
- Daniel P. Harms, MAI, has made a personal inspection of the property that is the subject of this report, as well as all comparable data referenced in this report.
- Katherine Powell Banz, MAI, has made a personal inspection of the property that is the subject of this report, and inspected all comparable data referenced in this report via photographs.
- No one provided significant real property appraisal assistance to the persons signing this report.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Daniel P. Harms, MAI and Katherine Powell Banz, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

**The market value of the subject larger parcel (proposed total acquisition), utilizing acquisition/condemnation appraisal methodology, as of April 11, 2018, was \$145,000.**



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April 17, 2018  
Daniel P. Harms, MAI  
OR Certified General Real Estate Appraiser  
License No. C001113  
Expiration Date: January 31, 2020



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April 17, 2018  
Katherine Powell Banz, MAI  
OR Certified General Real Estate Appraiser  
License No. C000897  
Expiration Date: August 31, 2018

***PROFESSIONAL SERVICES CONTRACT***

**STATE OF OREGON**  
**STANDARD PROFESSIONAL SERVICES CONTRACT**  
(Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the State of Oregon, by and through its Department of Fish & Wildlife, (the "Owner"), and:

Company	<u>Powell Banz Valuation LLC</u>	Contract #	<u>835-043-18</u>
Address	<u>201 Ferry Street SE, Suite 300</u>	PCA Project/Phase	<u></u>
City, State Zip	<u>Salem, OR 97301</u>	Email:	<u>dharms@powellbanz.com</u>
Phone	<u>(503) 371-2403</u>	Fax #	<u>(503) 371-2613</u>

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

Provide a USFLA (Uniform Standards for Federal Land Acquisitions) compliant appraisal of a 214.6 acre property in Klamath Falls, Oregon described as Tax Lots R3908-00000-058000 (166.68 acres) and R-3908-03600-003003000 (47.92 acres).

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required State of Oregon approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on **May 31<sup>st</sup>, 2018**. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

Contractor shall appraise per USFLA standards, a property of approximately 214.6 acres in size. The project is subject to a conservation easement with NRCS. The conclusion required is for the underlying value of the land NET of the conservation easement.

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed **(\$7,800.00)** for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

**EXHIBIT A: Statement of Work**  
**EXHIBIT B: Consultant Compensation**  
**EXHIBIT C: Insurance Provisions**

~~**Attachment A: Purchase and Sale Agreement**~~  
~~**Attachment B: Prescriptive Easement**~~  
~~**Attachment C: Water Rights Certificate**~~  
~~**Attachment D: Map of Water Rights**~~  
~~**Attachment E: Water Rights Notice**~~

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED STATE OF OREGON APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN.

CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

**Powell Banz Valuation LLC.**

*Kathryn Banz, Principal 2/26/18*  
Name/Title Date

**Department of Fish & Wildlife**

*Cameron Smith 02-27-18*  
Cameron Smith Date  
Deputy Director for Administration

**1. RELATIONSHIP OF THE PARTIES**

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant

shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

**2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES**

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within Exhibits A and B, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

**2.2.** Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings,

specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

### **3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS**

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

### **4. GENERAL CONTRACT PROVISIONS**

**4.1. Contract Performance.** Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in Exhibits A and E. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

**4.2. Access to Records.** For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

**4.3. Funds Available and Authorized.** Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under

this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

**4.4. Insurance.** Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in Exhibit C-Insurance Provisions.

**4.5 Indemnity.**

**4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY.** CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

**4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY.** CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

**4.5.3. Owner Defense Requirements.** Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the State of Oregon; Consultant is not adequately defending the State of Oregon's interests; an important governmental principle is at issue; or it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Consultant if the State of Oregon elects to assume its own defense.

**4.5.4. Owner's Actions.** This Section 4.5 does not include indemnification by Consultant of the State of Oregon or Owner or their officers, agents, and employees, for the acts or omissions of the State of Oregon, Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

**4.6. Consultant's Status.**

**4.6.1.** Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the State of Oregon or Owner, as those terms are used in ORS 30.265.

**4.6.2.** Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

**4.6.3.** Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

**4.7. Successors & Assignments.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

**4.8. Compliance with Applicable Law.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

**4.9. Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall

be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### 4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. **Severability.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. **Force Majeure.** Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. **Waiver.** The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. **Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against

Consultant because of this Contract for the performance or nonperformance of Services hereunder.

#### 4.15. Ownership of Work Product; Confidentiality.

4.15.1. **Definitions.** As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

#### 4.15.2. Work Product. Except as provided in Sections

4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. **Consultant Intellectual Property.** In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. **Third Party Intellectual Property.** In the event

that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

**4.15.5. Consultant Intellectual Property-Derivative Work.**

In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

**4.15.6. Third Party Intellectual Property-Derivative Work.**

In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

**4.15.7. Limited Owner Indemnity.** To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

**4.15.8. Consultant Use of Work Product.** Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

**4.15.9. Confidential Information.** Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this

Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

**4.15.10. Non-Disclosure.** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

**4.15.11. Injunctive Relief.** Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and

content.

4.15.12. **Publicity.** Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. **Security.** Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

#### 4.16. Termination.

4.16.1. **Parties Right to Terminate by Agreement.** This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. **Owner's Right to Terminate for Convenience.** Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. **Owner's Right to Terminate for Cause.** Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. **Cessation of Services.** Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

#### 4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. **Delivery of Work Product/Retained Remedies of Owner.** As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. **Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services

under this Contract in the State of Oregon prior to executing this Contract.

**4.18. Notice.** Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

**4.19. Media Contacts; Confidentiality.** Consultant shall

provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

**4.20. Conflict of Interest.** Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

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**Exhibits A through G are attached.**

**EXHIBIT A  
STATEMENT OF WORK**

**SECTION 1: SUBJECT IDENTIFICATION & GENERAL INFORMATION**

Provide a USFLA (Uniform Standards for Federal Land Acquisitions) compliant appraisal of a 214.6 acre property in Klamath Falls, Oregon. Described as Lots # Tax Lot # R-3908-0000-05800-000 and Tax Lot # R-3908-03600-00300-000. The work shall consist of all work necessary to come to a value conclusion for the property and communication of that valuation to ODFW in writing the appraisal report transmission of the said written report to ODFW (two hard copies and one electronic copy).

Work included in the price shall include any communications and revisions necessary to satisfy any conditions required by the Bonneville Power Administration's appraisal review of the work.

**Client:** Oregon Department of Fish and Wildlife  
**Intended Users:** Oregon Department of Fish and Wildlife;  
**Intended Use:** Acquisition of the identified property  
 The appraisal report is not intended for any other use.

**Property Description:**

Parcel Identification	Parcels	Gross Acres (Land)
Parcel 1	Tax Lot # R-3908-0000-05800-000	166.68
Parcel 2	Tax Lot # R-3908-03600-00300-000	47.92
<b>Total</b>		<b>214.60</b>

Also include brief written description with such elements as: size, shape, zoning, water availability (rivers/creeks/springs/wells), river frontage, utilities, past & current uses, etc., as appropriate. If the property is listed with a broker, include broker's name and number.

<b>Personal Property:</b>	none
<b>Property Access:</b>	Contact Frank Anderson, Owner Phone #: (541) 892-8159
<b>Outstanding Rights:</b>	Conservation easement with NRCS

**Provided Subject Property Information:**

The following documents and reports will be provided under separate cover:

- Location Map

**SECTION 2: APPRAISAL REQUIREMENTS & INSTRUCTIONS**

**Appraisal Standards:** The appraisal report must conform to standards established by the Uniform Standards of Professional Appraisal Practices (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA - Yellow Book); and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended; Federal Regulations 49 CFR, Part 24). No other supplemental standards are applicable.

**Market Value:** "The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all

available economic uses of the property at the time of the appraisal.” [Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, 5th ed. (Appraisal Institute, 2000), 13]

- Property Interest:** The purpose of the appraisal is to form an independent, unbiased opinion of Market Value of the Fee Simple Estate of the defined property; subject to encumbrances noted in the title report, visible on the property or as reported by the owner. Any information or observations that are found to be contrary to the above described property rights must immediately be brought to the client’s attention as a request for possible amended instructions.
- Date of Value:** Synonymous with the date of last property inspection; which must be no later than 60 calendar days prior to the submission of the completed appraisal report, unless the appraiser receives written approval from the client prior to preparation of the appraisal report.
- Extraordinary Assumption(s):** The Appraiser may not assume or invoke any extraordinary assumption without documented written approval from the client.
- Hypothetical Condition(s):** None allowed without documented written approval from the client.
- Jurisdictional Exception:** If the Appraiser perceives that USPAP’s Jurisdictional Exception Rule should be invoked to meet certain standards in UASFLA, the Appraiser must contact the client to obtain prior written approval. The only exception to this is the USPAP requirement for exposure time. No additional authorization is required for invoking the Jurisdictional Exception for exposure time. However, the appraisal should give the specific reason that the Jurisdictional Exception is being invoked.
- Legal Instructions:** N/A.

**Special Appraisal Instructions:**

**General Appraisal Requirements & Instructions:**

- The contracted Appraiser must hold a valid State Certificate as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)
- The Appraiser’s Scope-of-Work must result in credible assignment results for the intended use.
- The Statement-of-Work and employment contract (purchase or task order) must be included within the Addenda to the appraisal report.
- The appraiser may be required to attend a pre-appraisal meeting with the clients(s). The date, time and place of the meeting (if required) will be coordinated by the client and communicated to the appraiser and other necessary parties.
- For appraisals with an intended use of acquisition or exchange, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended and the Uniform Appraisal Standards for Federal Land Acquisitions (Section A-4, pages 9 & 10), require the Appraiser to offer the property owner and/or the owner’s representative an opportunity to accompany the Appraiser during the property inspection. The appraiser must certify in the report that such an offer was extended.
- The Appraiser must make a personal inspection of the subject property and all of the comparable market properties used in the analyses unless specific arrangements to the contrary have been approved in writing by the client prior to the commencement of the assignment.

- The appraisal is to be documented in a Self-Contained report format. See UASFLA page 9, which states that a report prepared in accordance with UASFLA will be considered as meeting the USPAP requirements for a Self-Contained report.
- Yellow Book Appraisal Report Documentation Checklist. This checklist is to be completed by the contract fee appraiser. An electronic copy shall be transmitted by the appraiser to the client and review appraiser and a paper copy shall be included in the report.
- The appraisal report will be reviewed for compliance with the terms of this Statement-of-Work, UASFLA Section C, and USPAP Standard 3. Findings of inadequacy, if any, will require clarification and/or correction to the report.
- The opinions of current market value may not be predicated upon potential highest and best uses that are speculative or conjectural. A proposed highest and best use requires showing reasonable probability that the land is both physically adaptable for such use and there is an economic need or demand for such use in the reasonably near future.
- The appraiser's conclusion of highest and best use must be an economic use. A non-economic highest and best use, such as conservation, natural lands, preservation or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to estimate market value.
- Essential in the appraiser's conclusion of highest and best use is the determination of "Larger Parcel". The appraiser must make a larger parcel determination in every appraisal conducted for any partial acquisition. (See UASFLA Section A-14)
- The preferred method of adjusting comparable sales is through supported quantitative adjustments (percentage, \$/acre, etc.); qualitative adjustments (similar, inferior, or superior) are to be used only when the market variables cannot be quantified. Quantitative adjustments without support are unacceptable. When the Appraiser must resort to qualitative analyses, support that is more extensive and discussion of the Appraiser's reasoning why a comparable sale is similar, inferior, or superior to the subject property is required. All adjustments must be supported by clear, appropriate, and credible analysis based on documented market research. Mere references to undisclosed "trends," or reliance on the Appraiser's "opinion" or "judgment" without market support is an unacceptable practice. Market support includes discussions with buyers/sellers, potential investors, brokers, etc. The Appraiser must also recognize that variances in sale prices may be caused by multiple factors and should not over adjust a comparable by double-counting overlapping items.
- Appraisers without a complete understanding of fundamental statistical concepts must not rely on regression analysis techniques to extract adjustments for the sales comparison approach. Without a discussion of how each comparable sale property relates to the subject property and a statistical interpretation of the validity of the results, applying a regression analysis to a large sample data set is not acceptable.
- Documentation of the comparable sales and other market data utilized in the appraisal must comply with reporting requirements of UASFLA and the Uniform Relocation Assistance & Real Property Acquisition Policies Act 1970. For instance, the latter requires "A description of the comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction."
- If sales to governmental entities, including sales to non-profit entities with the intention of transferring the sale property to a governmental entity, are included in the appraisal report, they are subject to extraordinary verification and treatment. They must be documented in accordance with the guidelines found in UASFLA Section D-9.
- Color photographs and maps of comparable properties shall be included in the appraisal report. Aerial photographs for comparable properties will be accepted unless the aerial photographs are so dated that they do not accurately represent the property as it physically existed on the date of inspection. Any unusual property features must be photographed from ground level.

- The appraisal report and all information furnished to the Appraiser are the client's internal documents and are to be considered confidential by the Appraiser. All requests for information concerning the appraisal must be referred to the client. The general public is not an intended user of the appraisal report; however the Appraiser must also be aware that the Freedom of Information Act and Agency policy may result in the release of all or part of the appraisal report to others.

### **SECTION 3: CONTRACTING, PERFORMANCE & PAYMENT**

#### **Contracting Officer (CO)**

Any questions regarding appraisal instructions and/or technical requirements for this contract should be addressed to the client. The CO, for this appraisal, is as follows:

Richard Duncan, Realty Specialist	503-947-6240
Oregon Department of Fish and Wildlife	<a href="mailto:Richard.d.duncan@state.or.us">Richard.d.duncan@state.or.us</a>
4034 Fairview Industrial Dr. SE	
Salem, OR 97302	

#### **Appraisal Fee and Delivery**

Appraisal Cost and Delivery Proposals will be submitted to the CO. The proposal should include appraisal cost and delivery date proposal.

#### **Evaluation Criteria**

This appraisal solicitation will be based on "Best Value". Cost factors will be considered, however, cost is not expected to be the controlling factor in the selection of the appraisal contractor for the work described. Appraisal delivery date and contractor, past performance, experience and education towards the assignment is important.

The appraisal contractor must have extensive working knowledge of UASFLA - Yellow Book. The appraisal contractor must have previous experience in appraising similar properties in the same geographical area as described in this Statement of Work that adhered to UASFLA. He/she must be a Certified General Appraiser or must obtain a temporary general certification in the State of assignment.

#### **Performance**

A 60 day (or less) delivery is the preferred due date for submission of 4 signed copies and an electronic of the appraisal report. The delivery date begins from the notice to proceed of contract award.

The submitted appraisal report will be reviewed for compliance with the terms of this Statement-of-Work, UASFLA, USPAP and the Uniform Act (PL 91-646). A third party review appraiser will review the report. Findings of inadequacy, if any, will require clarification and / or correction.

The appraisal report and all information furnished to the Appraiser are the client's internal documents and are to be considered confidential by the Appraiser. All requests for information concerning the appraisal must be referred to the CO. The general public is not an intended user of the subject appraisal report; however the Appraiser must also be aware that the Freedom of Information Act and Agency policy may result in the release of all or part of the appraisal report to others.

#### **Payment**

Invoices shall be submitted to the Oregon Department of Fish and Wildlife, c/o of Contracting Officer identified above. Full payment will be made within 45 days of receipt of the appraisal.

## **EXHIBIT B**

### **CONSULTANT COMPENSATION**

#### **B.1 BASIS OF COMPENSATION**

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

This contract shall be paid in a one lump sum not to exceed **\$7,800.00** for researching the property, and providing in written format the appraisal report.

B.1.02 Payments for Services and Reimbursable Expenses shall be made upon receipt of invoice, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Payment for all Services performed and for Reimbursable Expenses shall not exceed the amounts indicated in Section B.1.01. Owner shall make payment only after Owner's receipt and approval of (i) Consultant's detailed invoice as described in Section B.1.07, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.03 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	\$ .00
2	General Reimbursable Expenses	\$ .00
Total		\$ .00

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.04 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.05 Consultant shall submit invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

The correct name of Owner's authorized representative

- A. Invoice date
- B. Date range during which the Services being invoiced for were provided
- C. Invoice number that ends in a "—##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- E. The correct Contract number
- F. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursable
- G. Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursable
- H. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F
- I. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount

**J. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F**

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT B. Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Attn: Richard Duncan, Realty Specialist  
503-947-6240  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Dr. SE  
Salem, OR 97302

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

**B.1.08 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:**

- a. If the scopes of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
- b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.
- c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

**B.2 REIMBURSABLE EXPENSES**

**B.2.01** Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

**B.2.01.1** General Reimbursable Expenses consist of:

- a. Long distance communications.
- b. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's sub-consultants.

- c. Data processing and photographic production techniques when used in connection with Supplemental Services.
- d. Third-party models and mock-ups requested by Owner.
- e. The printing of master or reproducible sets of plans and project manuals including specifications.

#### B.2.01.2 Travel Expenses:

It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official State business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Consultant understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved by the Oregon Department of Administrative Services and in effect at the time the expense was incurred. The current approved rates for reimbursement of travel expenses are set forth below. Consultant understands and agrees that the rates are subject to change and, in such event, the changed rates shall immediately become part of this Contract and govern reimbursement of any travel expenses incurred after the date of the change. Owner shall, as soon as reasonably practicable, notify Consultant of any change in the approved rates for mileage and meals. Mileage and travel expenses are based upon State of Oregon rates set by the Department of Administrative Services travel policy, as amended (the "Travel Policy"). The full text of the Travel Policy, which is binding upon the Parties, can be reviewed at the Oregon State Controller's Division website: <http://scd.das.state.or.us/> under "travel". The approved mileage rate follows the current United States General Services Administration (GSA) federal rate. Lodging and meal Per Diem is based on the GSA per diem rates. The Travel Policy provides a GSA website link to view the standard rate for continental United States (CONUS) and rates for locations that are paid above the CONUS rate. Per diems for Alaska, Hawaii, and U.S. Territories and Possessions can be found at the U.S. Department of Defense website link provided in the Travel Policy. International per diems can be found at the U.S. Department of State website link provided in the Travel Policy.

Current approved rates are as follows:

- a. **Mileage.** Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of 54 cents per mile, absent an official and completed amendment to the Travel Policy by the State of Oregon Department of Administrative Services. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement will be paid for the use of motorcycles or mopeds.**
- b. **Meals.** The standard rate for meals is \$59.00 per day. For purposes of calculating individual meals where Consultant is entitled only to a partial day reimbursement, the following allocation of the meal per diem applies:

Breakfast	25%
Lunch	25%
Dinner	50%

Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours: (a) before the start (for breakfast expense reimbursement), or (b) after the end (for dinner expense reimbursement) of Consultant's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Consultant's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval of Owner's Representative prior to incurring any expense for which reimbursement will be sought. Owner will not pay

any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

## **EXHIBIT C**

### **INSURANCE PROVISIONS**

#### **INSURANCE REQUIREMENTS:**

Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply.

Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000

each accident. If contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

Required     Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$ 2,000,000.00 .

**AUTOMOBILE LIABILITY INSURANCE:**

Required     Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section.

***ODFW LAND ACQUISITION NOMINATION FORM***

Oregon Department of Fish & Wildlife  
Land Acquisition Nomination Form



**Instructions:** The questions that follow are to be used as guides. It may not be possible to answer each question. You may want to use additional sheets of paper to provide more information. The questions are to be used to describe the reason for Department action. TRY TO ANSWER THE QUESTIONS WITH AN ASTERISK (\*) TO THE BEST OF YOUR ABILITY.

**Land Acquisition Categories (definitions can be found on the last page)**

- : Significant or unique habitats especially related to threatened or endangered sensitive species.  
: Sites or access to sites that provide fish and wildlife related recreational opportunities, big game range, habitat of sensitive species considered vulnerable, rare, or peripheral.  
: Administrative needs and other opportunities.

**I. \*Name of Parcel/Project Anderson Property**

\*Nominated by Jason Journey, Klamath Wildlife Area Manager \*Date 08-23-17

\*Watershed District Klamath \*Region East

\*Location 0.5 mile south of Midland and 5 miles southwest of Klamath Falls \*Legal Description. T39S R08E Sec. 35 and 36

\*Size (acres) Tax lot R-3908-00000-05800-000 (166.68 ac.) and R3908-03600-00300-000 (47.92 ac.). Total 214.60 ac.

\*Estimated purchase price \$150,000

Map attached? Yes. Plans attached? Yes Photos attached? Yes

**II. Land Considerations**

\*Name of Owner(s) Frank Anderson

\*Is parcel available? Yes. Mr. Anderson asked if ODFW would purchase the property. If not, when? 2018

\*Type of acquisition: purchase 214.60 ac lease \_\_\_\_\_ easement \_\_\_\_\_ other \_\_\_\_\_

Zoning Designation EFU-CG Exclusive Farm Use-General Commercial Will it require a zone change? No

Water Rights available? Yes Amount: 4 water rights (two per tax lot): 0.78 cfs for irrigation and 0.0074 cfs for livestock; and, 4.11 cfs for irrigation and 0.0074 cfs for livestock. See attached.

Type: Klamath River surface water Well \_\_\_\_\_ Spring \_\_\_\_\_ Pond \_\_\_\_\_

Acres of tillable land Potentially 214 acres (Existing easement requires NRCS approval). Potential crops TBD

Acres forested N/A Type of timber N/A. Age comp. of timber N/A

Acres in grassland 39

Acres of Wetlands 175

Acres of other (list) N/A

Any known hazardous wastes or pollutants present or nearby? No

Are there any indications of dump, refuse or garbage sites? No

Condition of fencing NRCS is repairing fence under current permanent WRP easement.

Condition of structures NRCS will remove structures under current permanent WRP easement.

Condition of roads N/A

Ownership of adjacent property: Public (%) 11% ODFW (east boundary) Private (%) 78% Other (%) 11% Klamath River (west boundary) If purchased ODFW would own 22% of the properties boundary.

**III. Alternative Considerations**

Are there other governmental entities that may be able to provide access/protection/etc. other than the Department? None apparent

Could a private foundation acquire the site instead of the Department's acquiring fee title in the property? None apparent

Could the Department use a conservation easement or lease instead of acquiring fee title in the property? Owner wishes to sell

Could a Cooperative Agreement be used with the landowner instead of acquiring fee title? No

Could zoning or regulations be utilized rather than acquiring fee title? No

#### IV. Resource Management

##### A. Species Considerations

\*Primary Species Present/number: More than 200 bird, 40 mammal and 10 herptile species have been observed in the vicinity of this property. February 2017 20,000 northern pintail, 1,000 tundra swans and 30,000 geese were observed using the property. Other primary waterfowl using this area include mallard, green-winged and cinnamon teal, gadwall, American wigeon and northern shoveler. Other waterbirds include avocet, willet, killdeer, sandpiper, snipe, grebes, rails and bitterns. Oregon Conservation Strategy species using the area include American white pelican black-necked stilt, loggerhead shrike, greater sandhill crane, Caspian tern, long-billed curlew, trumpeter swan, western pond turtle, silver-haired bat, California myotis, big brown bat, pallid bat, and little brown myotis.

\* Significant or unique habitats present: Winter range No Wetlands Yes

Threatened/Endangered Migration Corridor: This property is in the Pacific Flyway, an important migration corridor for a number of sensitive and vulnerable species.

\*Is existence of species threatened? No

\*Is habitat loss a threat? Over the last century 80% of Klamath Basin wetlands have been lost. Wetlands restored on this land and managed by ODFW will contribute to the restoration of this important habitat.

Potential for biodiversity? Restoration planned for this property will increase biodiversity.

Potential for improvement for select species? Restoration planned for this property will improve conditions for many recreational and Oregon Conservation Strategy species.

##### B. Access Considerations

Types of access available/potential: Hunting Yes Fishing Yes

Viewing Yes Camping No Other \_\_\_\_\_

Problems with access: Roads No Physical barriers No

Is site ADA accessible? (such as fishing piers, viewing platforms, etc.) Not currently

##### C. Policy Considerations

What are the enhancement opportunities? NRCS will be converting the property back into wetlands in 2018 under a permanent WRP easement.

Will acquisition preclude development/use that is detrimental to species using the parcel? No

Is the site an in-holding? No, however it is located adjacent to the existing Klamath Wildlife Area (Miller Island Unit).

What problems would be solved by the purchase? ODFW ownership will allow for public use. This includes hunting, trapping and viewing. ODFW could also use this property to attract geese during the spring and reduce goose depredation on neighboring private agricultural lands.

What benefits can be expected by the purchase? Increased public recreation and reduced spring goose depredation of private agriculture.

Are there any approved basin or wildlife plans which this acquisition would be in compliance? (Species plans, North American Waterfowl plans, GAP analysis, Federal or state Wetlands plan, etc.) Klamath Wildlife Area Long Term land acquisition plan, North American Waterfowl Management Plan, and Pacific Flyway Council migratory game bird population management plans including: Pacific Population Tundra Swan, Pacific Population Greater White-fronted Goose, Pacific Population Western Canada Goose, Wrangel Island Lesser Snow Goose, Western Arctic Lesser Snow Goose, Ross Goose, Pacific Coast Sandhill Crane, and Central Valley Greater Sandhill Crane.

What are the future habitat development opportunities? The NRCS is in the process of converting the property back into wetlands, the summer of 2018. The need for more restoration will be considered after this project is completed.

How numerous is this type of habitat in this locale? Klamath Basin wetlands have decreased from 185,000 acres to less than 36,000 acres over the century.

##### D. Multiple Benefit Considerations

Types of hunting available: Waterfowl and upland gamebird hunting and furbearer trapping.

Potential for increased hunting opportunities Yes

Types of fishing available? Very little as of now.

Potential for increased fishing opportunities: Some future potential associated with the removal of Klamath River dams and future restoration of salmon to the basin.

Is boating access available? A boat ramp exists on ODFW property one mile upstream.

Is there opportunity for increased boating access? A boat ramp exists on ODFW property one mile upstream.

Types of viewing available Bird watching

Potential for increased viewing opportunities Yes; additional public access will provide more opportunity.

What opportunities can be developed if ODFW involved? Increased public hunting, trapping, viewing, photography, hiking, and educational opportunities.

Is there potential conflict among users or neighboring landowners? None apparent at this time.

#### **E. Resource Management**

Will the site be managed by an existing Wildlife Area management plan? Yes

Will the site be managed by a District? No

#### **V. Public Awareness and Support**

##### **A. Public Considerations**

\*Is landowner willing to sell? Yes

Are local governmental agencies supportive of a sale? Yes

Is there local public support for the acquisition? Yes

Do neighboring landowners support sale? Unknown as of this time.

What type of public uses does the area provide/have the potential to provide? Viewing%/amount 66.4%

Hunting%/angling amount 11.5% other%/amount 22.1%

Potential for education/research? Yes

If acquired would public use be restricted or improved? Improved

Would public use be detrimental to species of concern? No

Does the site promote tourism? Yes

What improvements would be required to handle increase public use? Gravel parking area.

How can I&E Division or the Regional Outreach Specialist assist in the acquisition? Unknown at this time.

##### **B. Partnership Considerations**

Identify any partnerships that could assist with the management of the parcel: Ducks Unlimited Inc., Unlimited Pheasants and Klamath Wildlife Area volunteers.

Identify any partnerships that could assist with the purchase of the parcel: Gamebird stamp funds, PR funds, Oregon Hunters Association, NAWCA and Ducks Unlimited.

Identify any partnerships that would endorse the Department's proposed action: Ducks Unlimited, Unlimited Pheasants, Oregon Hunters Association, Klamath Audubon, US Fish and Wildlife Service, NRCS.

Identify partnerships and their spokesperson: \_\_\_\_\_

Are there other constituents that need to be contacted? Klamath Wildlife Area Hunters

#### **VI. Business Services and Support**

##### **A. Monetary Considerations**

Are there state funds identified for acquisition? Source/amount: Waterfowl Stamp Funds/Full Amount

Are there federal funds identified for acquisition? Source/amount: Currently no, but high potential for PR and or NAWCA funds if needed.

Are there private funds identified for acquisition? Source/amount: Potential for Oregon Hunters Association, Oregon Duck Hunters Association, Ducks Unlimited Inc., and Unlimited Pheasants.

Is there potential income from the property? No

Farming \_\_\_\_\_

Timber \_\_\_\_\_

Grazing Cooperative agreement/Barter

Access fees Wildlife Area Parking Permit

Other \_\_\_\_\_

Potential cooperative agreements with: City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

Federal KWA Funded through P&R dollars \_\_\_\_\_ Local groups \_\_\_\_\_ Foundations \_\_\_\_\_

Current taxes \$230.00 a year Fire Patrol Assessments \$65.00 a year Irrigation/Drainage Assessments \$470.00 a year

Estimated yearly Operations/ Maintenance Will fall within the existing Klamath Wildlife Area annual budget.

Type of residence on site: None  
 Potential use NA  
 Type of other structures and their use: None  
 Will future improvements be required on structures? NA  
 What improvements are anticipated? Long term wetland restoration and enhancement work.  
 Will acquisition require additional FTE (staffing)? No  
 Will the site require additional funds for maintenance? No

**VII. SUMMARY STATEMENT: WHY SHOULD THE DEPARTMENT PURSUE ACQUIRING THIS PARCEL?**  
 (use additional paper if required) The acquisition of the Anderson property will provide public access to hunting, trapping, wildlife viewing, and fishing that was previously not available. This property's extensive feeding and resting resources will attract geese during peak migration periods reducing depredation to private agriculture. Further, conservation of wetlands in the Klamath Basin is paramount with approximately twenty percent (36,000 acres) of pre-European settlement wetlands (185,000 acres) remaining. This purchase is consistent with the Klamath Wildlife Area Management Plan provisions that acquisitions "... must be for conservation of fish and wildlife and their habitats and to provide fish and wildlife oriented public use for educational and recreational purposes."

**VIII. Signatures:**

Nominator Jan Journey Date 08-23-17

Watershed District Office Trent Watson Date 8/23/17  
 Approval/Comments Approved

Regional Director Tom Eddy Date 8/23/17  
 Approval/Comments \_\_\_\_\_

Division Director Dayle Cotton Date 8/24/17  
 Approval/Comments \_\_\_\_\_

Deputy Director, Administration Caron Smith Date 11-08-17  
 Approval/Comments Contingent upon receiving limitations

Deputy Director, Natural Resources Shannon Price Date 11/6/17  
 Approval/Comments \_\_\_\_\_

Realty Supervisor Caron Price Date 11/8/2017

***ASSESSMENT DATA & LEGAL DESCRIPTIONS***

# Property Detail Report

For Property Located At :

„ OR



RealQuest

## Owner Information

Owner Name: **ANDERSON FRANK ANDREW (TE)/ANDERSON SUSAN MARIE (TE)**  
Mailing Address: **825 OLD MIDLAND RD, KLAMATH FALLS OR 97603-9535 R005**  
Vesting Codes: **// TE**

## Location Information

Legal Description: **MIDLAND TRACT, BLOCK 59 THRU 64 POR, LOT 1, ACRES 166.68, POTENTIAL ADDITIONAL TAX LIABILITY**  
County: **KLAMATH, OR** APN: **R492229**  
Census Tract / Block: **9703.00 / 2** Alternate APN: **3908E0005800**  
Township-Range-Sect: **39-8E-00** Subdivision:  
Legal Book/Page: **39S-8E-00 /** Map Reference:  
Legal Lot: **1** Tract #:  
Legal Block: **59** School District:  
Market Area: **39S-8E-00 /** School District Name:  
Neighbor Code: **39S-8E-00 /** Munic/Township:

## Owner Transfer Information

Recording/Sale Date: **/** Deed Type:  
Sale Price: **/** 1st Mtg Document #:  
Document #: **/**

## Last Market Sale Information

Recording/Sale Date: **/** 1st Mtg Amount/Type: **/**  
Sale Price: **/** 1st Mtg Int. Rate/Type: **/**  
Sale Type: **/** 1st Mtg Document #: **/**  
Document #: **/** 2nd Mtg Amount/Type: **/**  
Deed Type: **/** 2nd Mtg Int. Rate/Type: **/**  
Transfer Document #: **/** Price Per SqFt:  
New Construction: **/** Multi/Split Sale:  
Title Company:  
Lender:  
Seller Name:

## Prior Sale Information

Prior Rec/Sale Date: **/** Prior Lender:  
Prior Sale Price: **/** Prior 1st Mtg Amt/Type: **/**  
Prior Doc Number: **/** Prior 1st Mtg Rate/Type: **/**  
Prior Deed Type:

## Property Characteristics

Year Built / Eff: **/** Total Rooms/Offices  
Gross Area: Total Restrooms:  
Building Area: Roof Type:  
Tot Adj Area: Roof Material:  
Above Grade: Construction:  
# of Stories: Foundation:  
Other Improvements: **Building Permit** Exterior wall:  
Basement Area:

Garage Area:  
Garage Capacity:  
Parking Spaces:  
Heat Type:  
Air Cond:  
Pool:  
Quality:  
Condition:

## Site Information

Zoning: **EFU-CG** Acres: **166.68** County Use:  
Lot Area: **7,260,581** Lot Width/Depth: **x** State Use: **FARM/EFU/VACANT (550)**  
Land Use: **AGRICULTURAL LAND** Commercial Units:  
Site Influence: Sewer Type: Water Type:  
Building Class:

## Tax Information

Total Value: **\$31,480** Assessed Year: **2017** Property Tax: **\$51.24**  
Land Value: **\$31,480** Improved %:  
Improvement Value: Tax Year: **2017** Tax Area:  
Total Taxable Value: Tax Exemption:

# Property Detail Report

For Property Located At :

„ OR



RealQuest

## Owner Information

Owner Name: ANDERSON FRANK ANDREW (TE)/ANDERSON SUSAN MARIE (TE)  
Mailing Address: 825 OLD MIDLAND RD, KLAMATH FALLS OR 97603-9535 R005  
Vesting Codes: // TE

## Location Information

Legal Description: MIDLAND TRACT, LOT 58 & 65 POR, ACRES 47.92, POTENTIAL ADDITIONAL TAX LIABILITY  
County: KLAMATH, OR APN: R502352  
Census Tract / Block: 9703.00 / 2 Alternate APN: 3908E3600300  
Township-Range-Sect: 39-8E-36 Subdivision:  
Legal Book/Page: Map Reference: 39S-8E-36 /  
Legal Lot: 58 Tract #:  
Legal Block: School District:  
Market Area: School District Name:  
Neighbor Code: Munic/Township:

## Owner Transfer Information

Recording/Sale Date: / Deed Type:  
Sale Price: 1st Mtg Document #:  
Document #:

## Last Market Sale Information

Recording/Sale Date: / 1st Mtg Amount/Type: /  
Sale Price: 1st Mtg Int. Rate/Type: /  
Sale Type: 1st Mtg Document #: /  
Document #: 2nd Mtg Amount/Type: /  
Deed Type: 2nd Mtg Int. Rate/Type: /  
Transfer Document #: Price Per SqFt:  
New Construction: Multi/Split Sale:  
Title Company:  
Lender:  
Seller Name:

## Prior Sale Information

Prior Rec/Sale Date: / Prior Lender:  
Prior Sale Price: Prior 1st Mtg Amt/Type: /  
Prior Doc Number: Prior 1st Mtg Rate/Type: /  
Prior Deed Type:

## Property Characteristics

Year Built / Eff: / Total Rooms/Offices  
Gross Area: Total Restrooms:  
Building Area: Roof Type:  
Tot Adj Area: Roof Material:  
Above Grade: Construction:  
# of Stories: Foundation:  
Other Improvements: Building Permit Exterior wall:  
Basement Area:

Garage Area:  
Garage Capacity:  
Parking Spaces:  
Heat Type:  
Air Cond:  
Pool:  
Quality:  
Condition:

## Site Information

Zoning: EFU-CG Acres: 47.92 County Use:  
Lot Area: 2,087,395 Lot Width/Depth: x State Use: FARM/EFU/VACANT (550)  
Land Use: AGRICULTURAL LAND Commercial Units:  
Site Influence: Sewer Type: Water Type:  
Building Class:

## Tax Information

Total Value: \$5,830 Assessed Year: 2017 Property Tax: \$14.73  
Land Value: \$5,830 Improved %:  
Improvement Value: Tax Year: 2017 Tax Area:  
Total Taxable Value: Tax Exemption:

***PRELIMINARY TITLE REPORT***



300 Klamath Ave., Klamath Falls, OR 97601  
PHONE (541)883-3401 FAX (541)882-0620

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To: First American Title Company of Oregon  
2405 14th Ave. SE, Ste. B  
Albany, OR 97322  
Attn: Carmen Chaney

Date: October 16, 2017  
Order No. 199759AM  
Re: NAA Bare Land  
Klamath Falls, OR 97601

Your File No.:

We have enclosed our Preliminary Title Report pertaining to order number 199759AM:

***Thank you for the opportunity to serve you. Your business is appreciated!***

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

A handwritten signature in cursive script that reads "Deborah K Bergener".

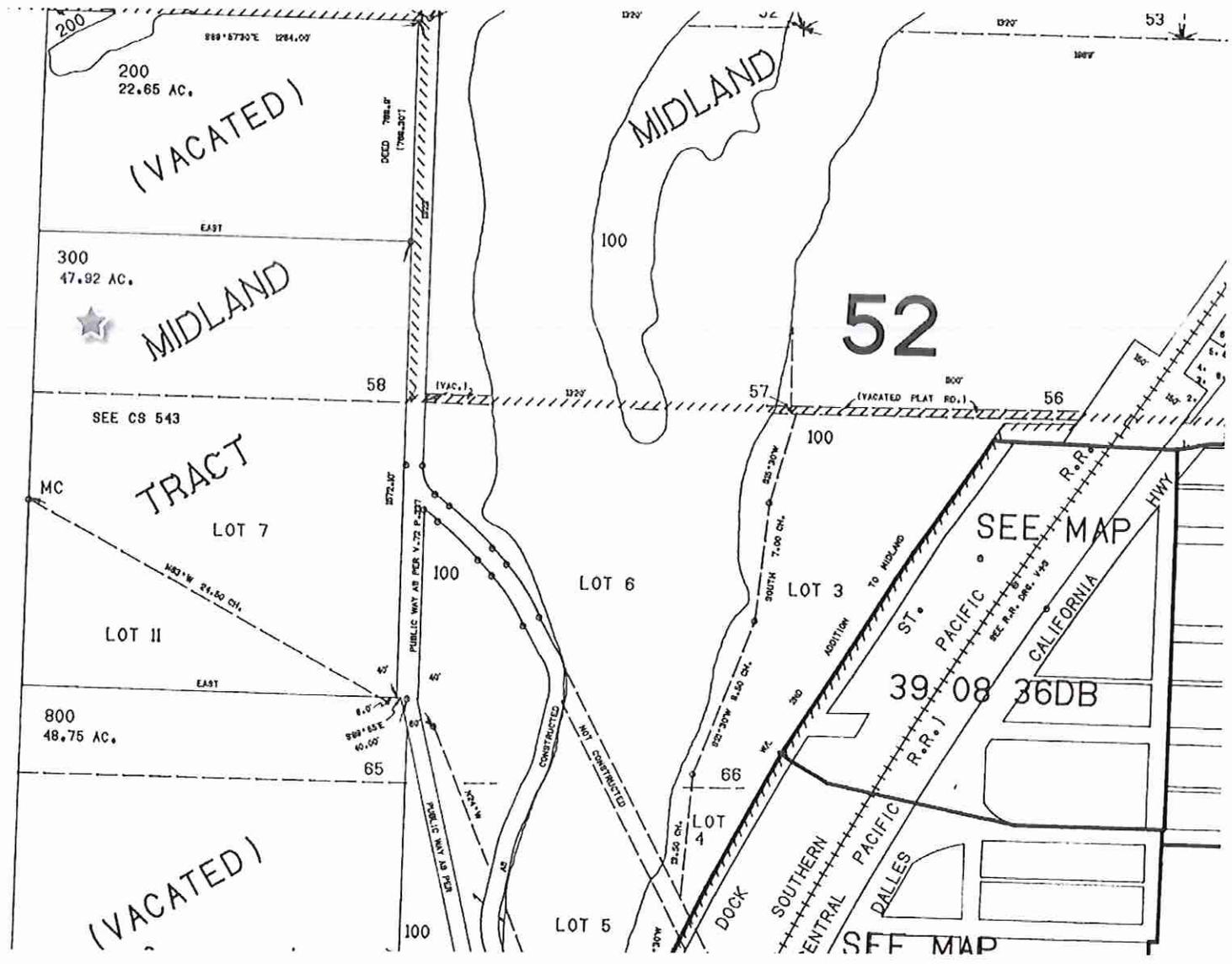
Debbie Bergener, [debbie.bergener@amerititle.com](mailto:debbie.bergener@amerititle.com)  
Title Officer







SEE MAP 39 08



**AmeriTitle**

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

N ↑



300 Klamath Ave., Klamath Falls, OR 97601  
PHONE (541)883-3401 FAX (541)882-0620

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October 16, 2017  
File Number: 199759AM  
Report No.: 1  
Title Officer: Debbie Bergener

### PRELIMINARY TITLE REPORT

**Property Address: NAA Bare Land, Klamath Falls, OR 97601**

**Policy or Policies to be issued:**

OWNER'S STANDARD COVERAGE

Proposed Insured: **Oregon Dept of Fish & Wildlife**

Liability  
To Come

Premium  
To Come

Local Government Lien Search

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Chicago Title Insurance Company, in the usual form insuring the title to the land described as follows:

**Legal description attached hereto and made a part hereof marked Exhibit "A"**

and dated as of 19th day of September, 2017 at 7:30 a.m., title is vested in:

**Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006**

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

**Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

**SPECIAL EXCEPTIONS:**

6. Taxes assessed under Code No. 073 Account No. R492229 Map No. R-3908-00000-05800-000  
The 2017-2018 Taxes: \$51.24, plus interest, unpaid.
7. Taxes assessed under Code No. 073 Account No. R502352 Map No. R-3908-03600-00300-000  
The 2017-2018 Taxes: \$14.73, plus interest, unpaid.
8. Taxes deferred, as disclosed by the tax roll, 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.
9. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District.  
(No inquiry has been made)
10. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.  
(No inquiry has been made)
11. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Klamath River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Klamath River.

All matters arising from any shifting in the course of Klamath River including but not limited to accretion, reliction and avulsion.

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: January 8, 1932  
Volume: [96, page 553, Deed Records](#)
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: January 19, 1932  
Volume: [96, page 602, Deed Records](#)
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: February 2, 1932  
Volume: [96, page 638, Deed Records](#)
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: August 8, 1932  
Volume: [97, page 606](#)
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: August 31, 1932  
Volume: [99, page 20, Deed Records](#)
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: September 25, 1948  
Volume: [225, page 243, Deed Records](#)
18. Any uncertainty as to the locations of the North and South lines of the subject property due to the use of acreage in the legal description.
19. Warranty Easement Deed in Perpetuity as disclosed in document,  
Recorded: January 23, 2013  
Instrument No.: [2013-000889](#)

**INFORMATIONAL NOTES:**

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Frank Andrew Anderson  
Susan Marie Anderson

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

**End of Report**

*"Superior Service with Commitment and Respect for Customers and Employees"*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 48, 49, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70 and 71 in VACATED MIDLAND TRACTS, by Order of Vacation recorded July 21, 1944 in Volume 167, page 266, Deed Records of Klamath County, Oregon, according to the official plat of said MIDLAND TRACTS filed in the office of the County Clerk of Klamath County, Oregon on March 6, 1909 and otherwise described, according to Government Survey as Lots 2 to 15 inclusive and the SW1/4 NE1/4, W1/2 SE1/4 and SE1/4 SE1/4 of Section 35; and the SW1/4 NW1/4 and the W1/2 SW1/4 of Section 36, all in Township 39 South, Range 8 East of the Willamette Meridian; EXCEPTING THEREFROM the Northerly 208 acres and the Southerly 208 acres of said land.

***EASEMENT RECORDS***

96-553

Miriam M. Flock et vir

to

EASEMENT

The California Oregon Power Company

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be derived by the parties hereto Miriam M. Flock and J. F. Flock, her husband hereinafter referred to as the Grantor, does hereby give and grant to The California Oregon Power Company, a corporation, and California Oregon Power Company, a corporation, its and their successors and assigns, hereinafter referred to as the grantee, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Ewauna and the Klamath River at and between the surface elevations of 4085.0 and 4086.50 feet above sea level (United States Reclamation Service datum) where the same border on or are adjacent to the following described lands, to-wit:

Midland Tracts of Klamath County, Oregon, according to the official plat of said Tracts on file with the Clerk of said County and State.

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result there to from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described land, but it shall not be construed to have been made for the benefit of any person, corporation or governmental entity not a party hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 7th day of May, 1931.

Witnesses:  
Grant H. Nelson

Miriam M. Flock  
J. F. Flock

STATE OF OREGON )  
                          ) ss  
County of Klamath )

THIS CERTIFIES that on this 7th day of May A. D. 1931, before me Grant H. Nelson, a Notary Public in and for said County and State; personally appeared the within named Miriam M. Flock and J. F. Flock, her husband; to me personally known to be the individuals described in and who executed the within instrument; and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this 7th day of May, 1931.

Grant H. Nelson  
Notary Public in and for the County of Klamath State of Oregon  
My commission expires July 21, 1934

(SEAL)

Filed and recorded January 8th, A. D. 1932, at 10:00 o'clock A. M.

C. R. DeLap, County Clerk,  
By *Thany M. Green* Deputy

#94

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath IRRIGATION PROJECT  
LAND PURCHASE CONTRACT

96-602

Charles H. Collier et ux

to

Easement

The California Oregon Power Company

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be derived by the parties hereto Charles H. Collier and Blanche W. Collier his wife as their interests may appear hereinafter referred to as the Grantor, does hereby give and grant to The California Oregon Power Company, a corporation, and California-Oregon Power Company, a corporation, its and their successors and assigns, hereinafter referred to as the grantee, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Wyauna and the Klamath River at and between the surface elevations of 4085.0 and 4085.50 feet above sea level (United States Reclamation Service datum) where the same border on or are adjacent to the following described lands, to-wit:

Midland Tracts to Klamath County Oregon according to the official plat of said Tracts on file with the Clerk of said County and State

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result thereto from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described land, but it shall not be construed to have been made for the benefit of any person, corporation or governmental entity not a party hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed this 5th day of May, 1931.

Witnesses:  
Emery H. Dutton  
John Hornback Jr.

Chas. H. Collier  
Blanche Warren Collier

STATE OF CALIFORNIA }  
County of Butte } ss

This certifies that on this 15th day of January, 1932 before me, Bessie L. Dean Notary Public in and for said County and State, personally appeared the within named Chas. H. Collier and Blanche Warren Collier, his wife, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

Bessie L. Dean

Filed and recorded January 19th, A. D. 1932, at 10:10 o'clock A. M.

C. R. DeLap, County Clerk

By *Thayer Mc Miller* Deputy

#241

Union Oil Company of California )  
to ) Deed  
Union Service Stations, Inc. )

UNION OIL COMPANY OF CALIFORNIA, a corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant to UNION SERVICE STATIONS, INC., a corporation, the following described parcels of real property in the County of Klamath, State of Oregon, together with all buildings, improvements, equipment and appliances situated thereon:

PARCEL 1. In the City of Klamath Falls. The Westerly one and one-half (1½) feet of Lot four (4) and all of Lot five (5) in Block seventy-seven (77) of Klamath Addition to Linkville, (now city of Klamath Falls, Oregon), County of Klamath; being situated in Lot three (3) of Section thirty-two (32), Township thirty-eight (38), South Range Nine (9) East Willamette Meridian in Oregon; being fifty-three and one-half (53½) feet on Klamath Avenue by one hundred (100) feet on Sixth Street.

PARCEL 2. In the City of Klamath Falls. Beginning at the Northeast Corner of Main and 11th Streets in the City of Klamath Falls, Oregon; thence East along Main Street 58 feet; thence North parallel with 11th Street 100 feet; thence West at right angles 58 feet to 11th Street; thence South along 11th Street to place of beginning.

TO HAVE AND TO HOLD to said grantee, its successors and assigns, forever.

IN WITNESS WHEREOF said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Secretary thereunto duly authorized, this 29th day of December, 1931.

(CORP SEAL)

UNION OIL COMPANY OF CALIFORNIA  
By Wm. L. Stewart Jr.  
Vice President  
By John McPeak, Secretary

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this 30th day of December, 1931, before me personally appeared Wm. L. Stewart Jr. and John McPeak, to me personally known, who, being duly sworn, did say that they are, respectively, the Vice President and Secretary of the corporation that executed the within instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Wm. L. Stewart Jr. and John McPeak, acknowledged said instrument to be the free act

County of Tehama

BE IT REMEMBERED, That on this 12th day of January A. D. 1932 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Aaron Kinney, a single man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

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

Henry I. Sutherland  
Notary Public for California  
My commission expires --

(SEAL)

Filed and recorded February 1st, A. D. 1932, at 4:40 o'clock P. M.

C. R. DeLap, County Clerk,

By *Thury Th=Iner* Deputy

#435

96-638

Elvira M. Woodward et al

to

EASEMENT

The California Oregon Power Company

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be derived by the parties hereto Elvira M. Woodward and Frank H. Woodward, her husband, George Martin and Eloise Baylor Martin his wife, I. M. Aiken (a widow), Alexander Martin and Martha F. Martin, his wife, hereinafter referred to as the Grantor, does hereby give and grant to The California Oregon Power Company, a corporation, and California-Oregon Power Company, a corporation, its and their successors and assigns, hereinafter referred to as the grantee, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Ewauna and the Klamath River at and between the surface elevations of 4085.0 and 4086.50 feet above sea level (United States Reclamation Service datum) where the same border on or are adjacent to the following described lands, to-wit:

Midland Tracts to Klamath County, Oregon according to the official plat of said tracts on file at the office of the clerk of said County and State.

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result thereto from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described land, but it shall not be construed to have been made for the benefit of any person, corporation or governmental entity not a party hereto.

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Clerk,  
Deputy

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IN WITNESS WHEREOF the parties hereto have caused these presents to be signed, this 20th day of April, 1931.

Witnesses:----

Elvira K. Woodward  
Frank H. Woodward  
George Martin  
Eloise Baylor Martin  
I. M. Aikan (Widow)  
Alexander Martin  
Martha F. Martin

STATE OF CALIFORNIA }  
County of Alameda } ss.

This Certifies that on this 20th day of April A. D. 1931, before me Edna Russell Notary Public in and for said County and State, personally appeared the within named Elvira K. Woodward and Frank H. Woodward, her husband, to me personally known to be the individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

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

(SEAL) Edna Russell  
Notary Public in and for the County of Alameda, State of California. My commission expires January 18, 1933

STATE OF OREGON }  
COUNTY OF MULTNOMAH } ss

On this 4th day of May 1931, before me, Mrs. Stella Furrer, a Notary Public in and for said County and State, personally appeared Alexander Martin and Martha F. Martin (Husband and Wife) known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate above written.

(SEAL) Mrs. Stella Furrer  
Notary Public for Oregon  
My commission expires 12/19/1933

STATE OF CALIFORNIA, }  
County of Fresno } ss

On this 27th day of April, A. D., 1931, before me, Ralph B. Atkins a Notary Public in and for said County and State, personally appeared I. M. Aikan (a widow) known to me, (or proved to me on the oath of--); to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the 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.

(SEAL) Ralph B. Atkins  
Notary Public in and for said County and State.

STATE OF CALIFORNIA, }  
City and County of San Francisco } ss

On this 23rd day of April, in the year One Thousand Nine Hundred and thirty one, before me, John McCallan, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared George Martin and Eloise Baylor Martin known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) John McCallan, Notary Public,  
In and for the City and County of San Francisco, State of California. My commission expires April 12, 1933

Filed and recorded February 2nd, A. D. 1932, at 10:25 o'clock A. M.

C. R. DeLap, County Clerk,  
By *Thany The Jones* Deputy

On this 15th day of July A.D. 1932, personally seen by me, a Notary Public, in and for said County and State, the within named John Janssen and Sadie Janssen, his wife, to me personally known to be the identical persons described in, and who executed the foregoing conveyance, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein named.

Witness my hand and official seal, this, the day and year in this certificate above written.

(SEAL)

C. E. Billings  
Notary Public for Oregon  
My commission expires May 27, 1932

Filed and recorded August 5th, A.D. 1932, at 12:00 o'clock N.

C. R. DeLap, County Clerk,

By *Mary M. Green* Deputy

#2740

97-606

Mary L. Moore

to

EASEMENT

The California Oregon Power Company

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be derived by the parties hereto Mary L. Moore, a widow, as her interests may appear, hereinafter referred to as the Grantor, do hereby give and grant to The California Oregon Power Company, a corporation, and California-Oregon Power Company, a corporation, its and their successors and assigns, hereinafter referred to as the grantee, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Ewauna and the Klamath River at and between the surface elevations of 4065.0 and 4066.50 feet above sea level (United States Reclamation Service datum) where the same border on or are adjacent to the following described lands, to-wit:-

Midland Tracts, Klamath County, Oregon, according to official plat of said tracts filed with the Clerk of said County and State.

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result thereto from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described land but it shall not be construed to have been made for the benefit of any person, corporation or governmental entity not a party hereto.

IN WITNESS WHEREOF Mary L. Moore has hereunto set her hand and seal this 5th day of August, 1932.

Witnesses:  
M. S. Fherland  
D. V. Kuykendall

Mary L. Moore (SEAL)  
By Chas. L. Moore  
Her Attorney in fact.

STATE OF OREGON

County of Klamath, SS

On this 5th day of August, 1932, before me appeared Chas. L. Moore who signed and executed the above instrument as Attorney in Fact for Mary L. Moore, to me personally known and known to be such attorney in fact and acknowledged to me that he executed the same as his own free and voluntary act and deed and as the free and voluntary act and deed of his said principal.

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

D. V. Kuykendall  
Notary Public for Oregon  
My commission expires Jan. 22, 1934.



NO CONSIDERATION

Filed and recorded August 8th. A. D. 1932, at 9:00 o'clock A. M.

C. R. DeLap, County Clerk,

By *Mary M. Green* Deputy

#2742

Nu-Life Mills, Inc.,  
to  
Katherine N. Olson  
Corporation Quitclaim Deed

KNOW ALL MEN BY THESE PRESENTS, That Nu-Life Mills, Inc., a corporation duly organized and incorporated under the laws of the State of Oregon in consideration of Ten Dollars, to it paid by Katherine N. Olson, do hereby remise, release and forever QUITCLAIM unto the said Katherine N. Olson, and unto her heirs and assigns all its right, title and interest in and to the following described parcel of real estate situate in Klamath Falls, County of Klamath State of Oregon, to-wit:

Beginning at the northwesterly corner of Lot 8 in Block 55 of Lakeview Addition to City of Klamath Falls, Oregon, thence easterly along the northerly boundary line of said lot and at right angles to Biehn Street seventy (70) feet; thence southerly and parallel with Biehn Street 33 1/3 feet; thence westerly and parallel with the northerly boundary of said lot and at right angles to said Biehn Street seventy (70) feet; thence northerly along the westerly boundary of said Lot 33 1/3 feet to the place of beginning; subject to taxes for the year 1931 and subject to city liens; this deed being made in accordance with a contract by grantor to grantee entered into in the year 1931.

\$2.00 stamps cancelled

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Katherine N. Olson. and to her heirs and assigns forever.

99-20

Kollette Reames Jennings

to

E A S E M E N T

The California Oregon Power Company

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the benefits to be derived by the parties hereto Kollette Reames Jennings, as her interest may appear hereinafter referred to as the Grantor, do hereby give and grant to The California Oregon Power Company, a corporation, and California-Oregon Power Company, a corporation, its and their successors and assigns, hereinafter referred to as the grantee, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Ewasuna and the Klamath River at and between the surface elevation of 4085.0 and 4086.50 feet above sea level (United States Reclamation Service datum) where the same border on or are adjacent to the following described lands, to-wit:-

Midland tracts, Klamath County, Oregon, according to official plat of said tracts filed with the Clerk of said County and State.

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result thereto from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described land but it shall not be construed to have been made for the benefit of any person, corporation or governmental entity not a party hereto.

IN WITNESS WHEREOF Kollette Reames Jennings has hereunto set her hand and seal this 18th day of August, 1932.

Witnesses:  
Sybil A. Tibbals  
Leslie Rogers

Kollette Reames Jennings (SEAL)

Consideration 50.00

State of Oregon

County of Klamath

THIS CERTIFIES that on this 18th day of August A. D. 1932, before me Sybil A. Bamber, Notary Public in and for said County and State, personally appeared the within named Kollette Reames Jennings, to me personally known to be the individual, described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily, for the uses and purposes therein expressed.

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

Sybil A. Bamber  
Notary Public in and for the County of Klamath  
State of Oregon. My commission expires Oct. 6, 1933

(SEAL)

Filed and recorded August 31st, A. D. 1932, at 9:40 o'clock A. M.

C. R. DeLap, County Clerk,

By *Thury M. Green* Deputy

#2973

F. L. Houston

to

Warranty Deed

Elda Houston

KNOW ALL MEN BY THESE PRESENTS, That F. L. Houston, husband of Elda Houston, in consideration of Ten Dollars, to him paid by Elda Houston, his wife does hereby

43474

Vol 225 Page 245

EXHIBIT B

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, for valuable consideration to them in hand paid by The California Oregon Power Company, a corporation, receipt whereof is hereby acknowledged, the undersigned Selma Furber, as Executrix-Administratrix of the Estate of Edgar L. Furber, deceased, herein referred to as GRANTOR, does hereby give and grant unto the said The California Oregon Power Company and California-Oregon Power Company, both corporations, its and their successors and assigns, herein referred to as GRANTEE, the perpetual right, privilege and easement to keep, maintain, regulate and control the waters of Lake Prauna and the Klamath River at and between the surface elevations of 4089.0 and 4086.5 feet above sea level (United States Reclamation Service datum) where the same border on, or are adjacent to the following described lands, to-wit:

Situate in Klamath County, Oregon, Tracts 48 and 49, Tracts 56 to 65 inclusive, and Tracts 68 to 71 inclusive of Midland Tracts, as the same were shown on plat of said Midland Tracts prior to Order of Vacation entered by the County Court of Klamath County, Oregon, on July 5, 1911, together with such roadways as became attached to said Tracts pursuant to and as a result of said Vacation Order.

The grantor hereby releases and waives unto the grantee any damage or injury which may have resulted to said lands and crops thereon from any changes heretofore caused by the grantee in the natural condition of said waters or any variation in the surface level thereof and the grantor hereby releases and waives unto the grantee any damage or injury which may result to said lands or the crops thereon from said causes in the future at such time or times as said water surface elevation is kept between said levels.

This easement shall be a covenant running with the above described lands, and successors in interest of the parties hereto are hereby declared included, bound and benefited by the terms hereof.

IN WITNESS WHEREOF the grantor has hereunto set her hand and this

12<sup>th</sup> day of April, 1937.

*[Signature]*  
An Executrix-Administratrix of the  
Estate of Edgar L. Furber, Deceased.

STATE OF OREGON }  
COUNTY OF KUMMATH } ss

BE IT REMEMBERED, that on this 28 day of April, 1937, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Selma Furber, as Executrix-Administratrix of the Estate of Edgar L. Furber, deceased, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



*[Signature]*  
Notary Public for Oregon. My  
Commission expires Aug 28-1938

STATE OF OREGON }  
County of KUMMATH } ss  
Filed for record at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 1937  
at \_\_\_\_\_  
Recorded \_\_\_\_\_  
Per \_\_\_\_\_  
By *[Signature]*

2013-000889  
Klamath County, Oregon  
01/23/2013 03:28:08 PM  
Fee: \$107.00

Q MTC 92903  
U.S. Department of Agriculture  
Natural Resources Conservation Service  
12/2009

NRCS

## WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM  
EASEMENT NO. 66-0436-12-017RX

**THIS WARRANTY EASEMENT DEED** is made by and between **Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006** (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 **Six Hundred Seventy Eight Thousand Seventy Six and 00/100 dollars (\$678,076.00)**, the 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.

102 AMT

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.

**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, 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 21<sup>st</sup> day of December, 2012.

Landowner:

**Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006**

Frank Andrew Anderson Trustee  
Frank Andrew Anderson, Trustee

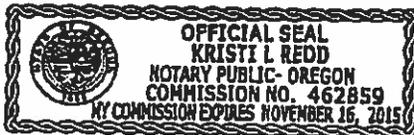
Susan Marie Anderson Trustee  
Susan Marie Anderson, Trustee

**ACKNOWLEDGMENT**

STATE OF Oregon  
COUNTY OF Klamath

On this 21<sup>st</sup> day of December 2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Kristi L. Redd  
Notary Public for the State of Oregon  
Residing at Klamath  
My Commission  
Expires 11/16/2015

**ACCEPTANCE BY GRANTEE:**

I, Loren F. Unruh (name), Acting 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 2 day of January, 2013.



Loren Unruh  
Acting 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 (1202) 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.

**Miller Island – Anderson WRP**

Landowner: Frank & Susan Anderson 2008 Revocable Trust UAD July 18, 2008  
County: Klamath  
WRP Contract No: #66-0436-12-001RX

**EXHIBIT "A"**

**Description of easement area:**

Welland Reserve Program (WRP) Conservation easement over a parcel of land owned by grantors in portions of lots 58,59,60,61,62,63,64, and 65 of VACATED MIDLAND TRACTS being in the South 1/2 of the NE 1/4, the North 1/2 of the SE 1/4, the North 1/2 of the SW 1/4, and the South 1/2 of the NW 1/4 of Section 35, and the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 36, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. The easement areas being a portion of that property conveyed to Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006, as described in Deed Volume M08, page 14497, of the deed records of said Klamath County. The easement area is more particularly described as follows:

Commencing at a 5/8" rebar marking the westerly right of way of an 80.0' wide public road per Klamath County Deed Volume 72, Page 337, said point being North 89°37'47" West, 40.00 feet from the NE Corner of said VACATED LOT 58 of MIDLAND TRACTS, thence along said westerly right of way of public road South 00°19'43" West, 768.74 feet; thence leaving said public right of way North 89°39'58" West, 208.71 feet to the True Point of Beginning; thence South 00°22'42" West, 208.71 feet; thence South 89°39'58" East, 208.71 feet to a point on the westerly right of way of said public road; thence along the west right of way of said public road South 00°22'42" West, 1362.76 feet; thence leaving westerly right of way North 89°39'42" West, 5908.26 feet; thence North 12°28'07" East, 73.32 feet; thence North 04°51'32" West, 398.11 feet; thence North 02°54'08" West, 1104.63 feet; thence South 89°39'58" East, 5783.75 feet to the Point of Beginning.

Subject to any easements, reservations, or restrictions on record or now in effect.

The above described Miller Island-Anderson WRP Conservation Easement contains a total of 213.46 acres, more or less.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Marcus D. Cross*

**OREGON  
JULY 6, 2010  
MARCUS D. CROSS  
55506PLS**

**EXPIRES: 12-31-13**

**EXHIBIT "B"**

Ingress and egress access to the WRP easement described in Exhibit "A" is provided by an existing 60' wide County Road from Highway 97 (D.V. 267 PG.538) and an existing 80' wide County Road located adjacent to the easterly property line (D.V. 72 PG.337) to a field access point located approximately 50 feet south of the northeast WRP easement boundary corner.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Marcus D. Cross*

**OREGON  
JULY 6, 2010  
MARCUS D. CROSS  
56508PLS**

**EXPIRES: 12-31-13**

**EXHIBIT D**  
**WATER USES AND WATER RIGHTS**  
**Frank and Susan Anderson 2006 Revocable Trust**

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

- A. Identify with specificity each water use<sup>1</sup> that the NRCS determines the Landowner may continue on, across, or under the easement area without harming the purposes of the easement.

N/A

- B. For each water use described above, identify the water right<sup>2</sup>, 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.

N/A

- C. For each water right identified above, the Landlord retains the right to maintain, repair and reconstruct any existing water facilities associated with the right unless that activity would irreversibly damage the conservation values of the easement, as determined by NRCS in its sole judgment.

- D. Any use other than stated above for water rights the Landowner reserves requires the 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,

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<sup>1</sup> 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.

<sup>2</sup> 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, or water contracts.

leasing, transferring, 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.

Seasonal flooding for native vegetation management, irrigation and wildlife habitat according to the Wetland Restoration Plan of Operations. This includes seasonally flooded, semipermanently flooded and intermittently flooded marsh and riparian areas.

- 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 Deed<sup>3</sup> 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.

Klamath Claim # 177, as adjudicated in Case No 124, in the name of Ruth A. Anderson. The water right is for 195.4 acres in Lots 3,4, 6, 7, 9, 10, 13, 14 in Section 35, Lots 7 and 10 in Section 36, all in T 39S, R 8E, Willamette Meridian. Priority date as to claim located in lots 2-9 of Sec 35 (December 31, 1878), as to claim located in lots 7 and 10 of Sec 36 (April 21, 1886), the 8.2 acres in NW1/4 of Sec 36 (May 3, 1886) and the remainder of lots 10-14 of Sec 35, 1889. Season of use shall be April 1 through October 31 for irrigation. Year round for livestock and wildlife. Date of Adjudication – July 23, 2004.

Source is the Klamath River. Two points of diversion, #1 in Lot 2, SE ¼, SW ¼ Sec 35, #2 in Lot 4, SW1/4, NW 1/4 , Sec 35, all in T 39S, R 8E. Amount of water for each claimed use – Diversion Point #1, 8 CFS for irrigation, Diversion point #2, 23 CFS for irrigation, 3 CFS for wildlife habitat.

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<sup>3</sup> 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.

**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.

## ***WATER RIGHTS***



Contact Information (Click to Collapse...)

Current contact information

OWNER:  
RUTH ANDERSON  
825 OLD MIDLAND RD  
KLAMATH FALLS, OR 97603

Water Right Information (Click to Collapse...)

Status: Non-Cancelled  
County: Klamath  
File Folder Location: Salem  
Watermaster District: 17

Scanned Documents (Click to Expand...)

Point(s) of Diversion (Click to Collapse...)

POD 1 - KLAMATH RIVER > PACIFIC OCEAN

Description

- Name: POD #1
- T-R-S-QQ: 39.00S-8.00E-35-SE SW; Lot: 2
- Location Description: NONE GIVEN

POD Rate

Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)
0.7874	0.7837(est)		

IRRIGATION (Primary)

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Elevation (ft)	Rate/Acre	Duty	Start Date	End Date	Remarks
12/31/1899	0.78	0.78				1/40	3.50000	4/1	10/31	

LIVESTOCK (Primary)

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Elevation (ft)	Rate/Acre	Duty	Start Date	End Date	Remarks
12/31/1899	0.0074	0.0037(est)					1/1	12/31		NOT TO EXCEED 480

POD 2 - KLAMATH RIVER > PACIFIC OCEAN

Description

- Name: POD #2
- T-R-S-QQ: 39.00S-8.00E-35-SW NW; Lot: 4
- Location Description: NONE GIVEN

POD Rate

Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)
4.1174	4.1137(est)		

IRRIGATION (Primary)

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Elevation (ft)	Rate/Acre	Duty	Start Date	End Date	Remarks
8/16/1879	4.11	4.11				1/40	3.50000	4/1	10/31	ALSO PRIORITY 12

LIVESTOCK (Primary)

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Elevation (ft)	Rate/Acre	Duty	Start Date	End Date	Remarks
8/16/1879	0.0074	0.0037(est)					1/1	12/31		NOT TO EXCEED 480

Place(s) of Use (Click to Collapse...)

Use - LIVESTOCK (Primary)

T-R-S	QQ	DLC	Gov't Lot	Taxlot	Acres	Status	Linked PODs	Inchoate Info	Remarks
39.00S-8.00E-35	SW NE					NC			
39.00S-8.00E-35	SE NE	9				NC			
39.00S-8.00E-35	SE NE	10				NC			
39.00S-8.00E-35	SW NW	4				NC			
39.00S-8.00E-35	SE NW	6				NC			

Workflow (Click to Collapse...)

Claim: KA 177

Claim Date: n/a

Order(s)

Order	Origin	Volume-Page	Signature	Description
Special		89-71	3/7/2013	ORDER ENTERING THE FIND RESOURCES DEPARTMENT

[View right with Web Mapping](#)

[View Places of Use from Water Rights in the Same Area](#)

39.00S-8.00E-35	SE NW	13				NC			
39.00S-8.00E-35	NE SW	14				NC			
39.00S-8.00E-35	NE SW	7				NC			
39.00S-8.00E-35	NW SW	3				NC			
39.00S-8.00E-35	NE SE	10				NC			
39.00S-8.00E-35	NE SE	9				NC			
39.00S-8.00E-35	NW SE					NC			
39.00S-8.00E-36	SW NW	7				NC			
39.00S-8.00E-36	NW SW	7				NC			
39.00S-8.00E-36	NW SW	10				NC			

Sum of Acres: 0.0

▼ Use - IRRIGATION

(Primary) - 42.0 acres; Priority Date: 8/16/1879

T-R-S	QQ	DLC	Gov't Lot	Taxlot	Acres	Status	Linked PODs	Inchoate Info	Remarks
39.00S-8.00E-35	SE NE		9		0.4	NC	2		POD 2
39.00S-8.00E-35	SW NW		4		8.7	NC	2		POD 2
39.00S-8.00E-35	SE NW		6		6.1	NC	2		POD 2
39.00S-8.00E-35	NE SW		7		12.2	NC	2		POD 2
39.00S-8.00E-35	NW SW		3		14.3	NC	2		POD 2
39.00S-8.00E-35	NE SE		9		0.3	NC	2		POD 2

Sum of Acres: 42.0

▼ Use - IRRIGATION

(Primary) - 153.4 acres; Priority Date: 12/31/1899

T-R-S	QQ	DLC	Gov't Lot	Taxlot	Acres	Status	Linked PODs	Inchoate Info	Remarks
39.00S-8.00E-35	SW NE				16.7	NC	2		POD 2
39.00S-8.00E-35	SE NE		10		10.2	NC	2		POD 2
39.00S-8.00E-35	SW NW		7		8.2	NC	1		POD 1
39.00S-8.00E-35	SE NW		13		10.5	NC	2		POD 2
39.00S-8.00E-35	NE SW		14		18.4	NC	2		POD 2
39.00S-8.00E-35	NW SW		7		17.0	NC	1		POD 1
39.00S-8.00E-35	NW SW		10		6.0	NC	1		POD 1
39.00S-8.00E-35	NW SW		7		0.7	NC	2		POD 2
39.00S-8.00E-35	NW SW		10		5.0	NC	2		POD 2
39.00S-8.00E-35	NE SE		10		29.9	NC	2		POD 2
39.00S-8.00E-35	NW SE				30.8	NC			POD 2

Sum of Acres: 153.4

Water Right Genealogy (Click to Collapse...)

↳ Claim:KL 177

↳ Claim:KA 177\*

[View Water Rights in same Family](#)

[Report Errors with Water Right Data](#)

## ***DATA SHEETS***



POWELL BANZ  
VALUATION

## Land Sales

	Gadowa Springs Road Gadowa Springs Road Beatty, OR 97621	\$357,500 6/9/2012 recorded	21,410,176 SF \$0/SF 491.51 acres \$727/acre	Passive Recreation EFU-CG zoning Irregular Level
	No Access (Near Sprague River Road) No Access (Near Sprague River Road) Sprague River, OR 97639	\$200,000 12/31/2013 recorded	17,872,232 SF \$0/SF 410.29 acres \$487/acre	Cattle Grazing EFU-CG zoning Irregular Level
	Easement Off Oregon Drive Easement Off Oregon Drive Chiloquin, OR 97624	\$350,000 1/8/2015 recorded	28,519,603 SF \$0/SF 654.72 acres \$535/acre	Cattle Grazing EFU-CG zoning Irregular Level
	Easement Off Skeen Ranch Trail Easement Off Skeen Ranch Trail Chiloquin, OR 97624	\$595,000 6/28/2017 recorded	24,521,231 SF \$0/SF 562.93 acres \$1,057/acre	Passive Recreation EFU-CG zoning Irregular Level
	Day School Road Day School Road Chiloquin, OR 97624	\$15,500 10/19/2017 recorded	818,928 SF \$0/SF 18.80 acres \$824/acre	Passive Recreation EFU-CG zoning Rectangular Level
	No Access (Near Gadowa Springs Road) No Access (Near Sprague River Road) Sprague River, OR 97639	\$32,000 1/3/2018 recorded	1,761,131 SF \$0/SF 40.43 acres \$791/acre	Cattle Grazing EFU-CG zoning Square Level
	Easement off Kerns Swamp Road Easement off Kerns Swamp Road Klamath Falls, OR 97601	\$110,000 3/28/2018 recorded	7,142,533 SF \$0/SF 163.97 acres \$671/acre	Waterfowl Hunting/Passive Recreation EFU-CG zoning Irregular Level

<sup>1</sup>Adjusted price is based on expenditures immediately after the sale.



POWELL BANZ  
VALUATION

## Land Sales



Easement Off Fuego Road  
Easemen Off Fuego Road  
Chiloquin, OR 97624

\$200,000  
listing

13,859,921 SF  
\$0/SF  
318.18 acres  
\$629/acre

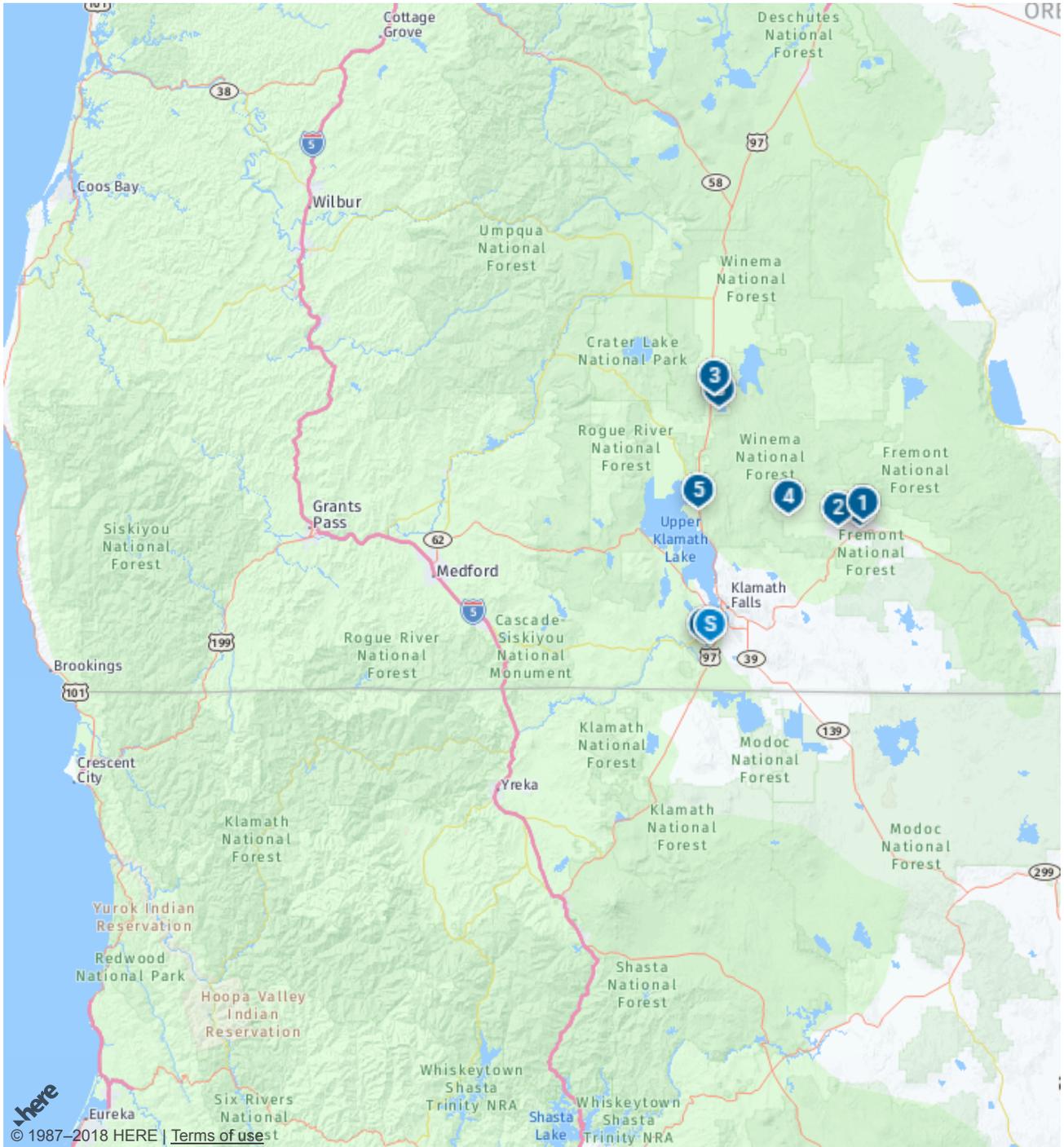
Waterfowl  
Hunting/Passive  
Recreation  
EFU-CG zoning  
Irregular  
Level

	Adjusted Price <sup>1</sup>	Land (SF)	Land (AC)
Low		818,928	18.80
Average		14,488,219	332.60
High		28,519,603	654.72

<sup>1</sup>Adjusted price is based on expenditures immediately after the sale.



POWELL BANZ  
VALUATION



Prepared by Daniel P. Harms, MAI  
+1 (503) 371-2403  
dharms@powellbanz.com

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POWELL BANZ  
VALUATION

## Gadowa Springs Road

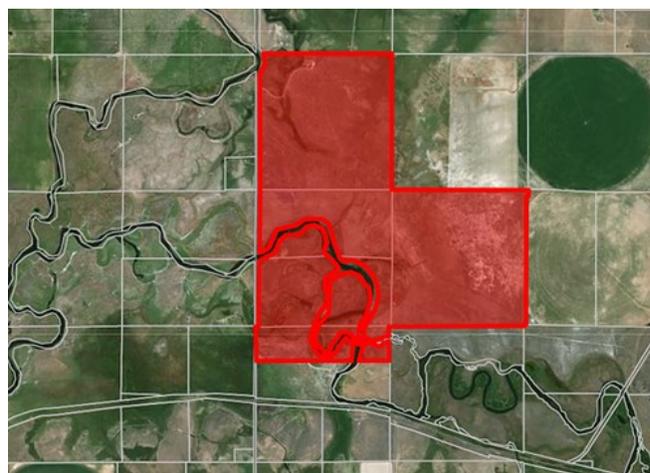
Comparable 1

### Sale Information

Buyer	Matthew Mountanos
Seller	Christina Simon (aka Christina White)
Sale Date	6/9/2012
Transaction Status	Recorded
Sale Price	\$357,500 (\$0.02/SF)
Recording Number	2012-006493
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	491.51 Acres (21,410,176 SF)
Number of Parcels	5
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Passive Recreation



Gadowa Springs Road  
Beatty, OR 97621

APN  
R352273, R352264, R352291,  
R352255 & R685725



### Confirmation

Name	Christina White
Phone Number	503-819-1222
Affiliation	Grantor

### Remarks

The property has an area of 491.51 AC (per Klamath County GIS). Approximately 473.70 AC are encumbered with a NRCS WRP easement. Access is from Gadowa Springs Road. Soil type is Class 4, and is poorly drained. It has level to low slopes. The site has 174.10 AC of water/irrigation rights, with a priority date of 1992. There is a residence and shop which contribute value to the site. The sale price has been adjusted for market conditions, and the adjusted sale price has been allocated to the various value components.



POWELL BANZ  
VALUATION

## No Access (Near Sprague River Road)

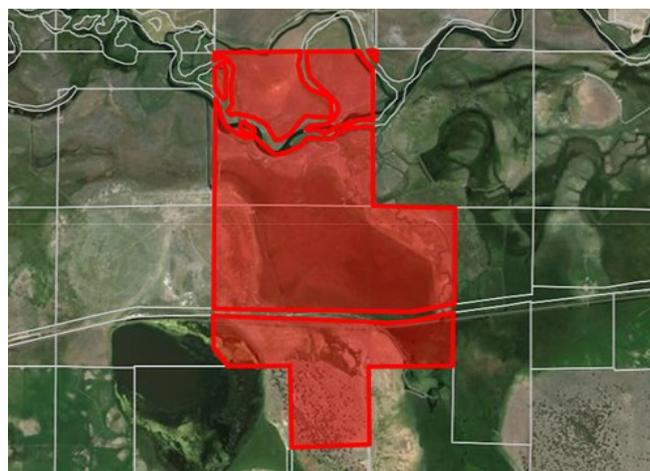
Comparable 2

### Sale Information

Buyer	The Whiskey Creek Land Company, LLC
Seller	Bruce S. Topham and Virginia A. Topham (Trustees)
Sale Date	12/31/2013
Transaction Status	Recorded
Sale Price	\$200,000 (\$0.01/SF)
Recording Number	2014-000003
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	410.29 Acres (17,872,232 SF)
Number of Parcels	2
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Cattle Grazing



No Access (Near Sprague River Road)  
Sprague River, OR 97639

APN  
R335925 & R335845



### Confirmation

Name	Robert Runge & Bruce Topham
Phone Number	503-838-4227 & 541-533-2416
Affiliation	Grantor & Grantee

### Remarks

The property has an area of 410.29 AC (per Klamath County GIS). Approximately 291.33 AC are encumbered with wetlands. The site does not have access. Soil type is predominantly Class 4, and is poorly drained. It has level to low slopes. The site has 198.70 AC of water/irrigation rights, with priority dates of 1864 and 1962. There is a barn/shed which contributes value to the site. The sale price has been adjusted for market conditions, and the adjusted sale price has been allocated to the various value components.



POWELL BANZ  
VALUATION

## Easement Off Oregon Drive

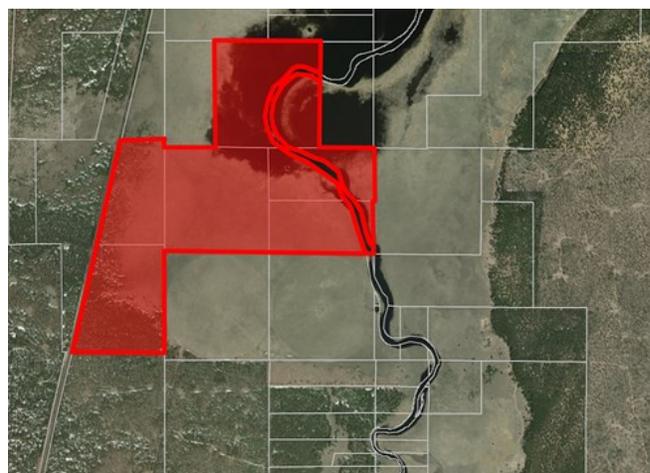
Comparable 3

### Sale Information

Buyer	Doug MaGee
Seller	Robert A. Stayer
Sale Date	1/8/2015
Transaction Status	Recorded
Sale Price	\$350,000 (\$0.01/SF)
Recording Number	2015-000567
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	654.72 Acres (28,519,603 SF)
Number of Parcels	6
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Cattle Grazing



Easement Off Oregon Drive  
Chiloquin, OR 97624

APN  
R84535, R84474, R90712, R90485,  
R90092 & R857905



### Confirmation

Name	Doug MaGee
Phone Number	541-480-8446
Affiliation	Grantee

### Remarks

The property has an area of 654.72 AC (per Klamath County GIS). Approximately 581.92 AC are encumbered with wetlands. Access is from a gravel/dirt easement off Oregon Drive. Soil data was unavailable, and is assumed to be poorly drained. It has level to low slopes. The site has 654.72 AC of water/irrigation rights, with priority dates of 1800 & 1961. The sale price has been adjusted for market conditions, and the adjusted sale price has been allocated to the various value components.



POWELL BANZ  
VALUATION

## Easement Off Skeen Ranch Trail

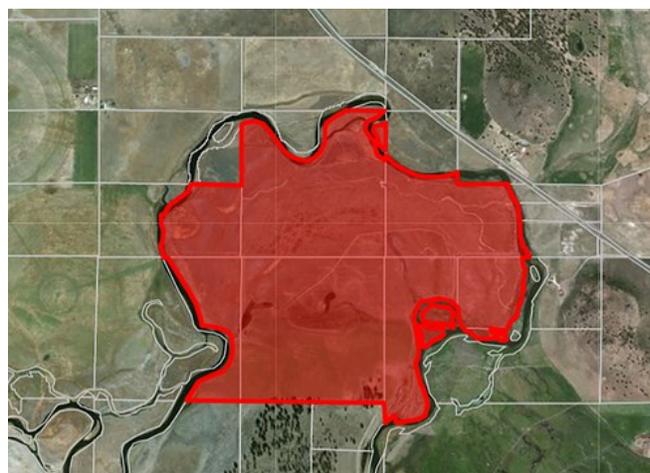
Comparable 4

### Sale Information

Buyer	Henry J. Caldwell, Jr. and Deborah L. Caldwell (Trustees)
Seller	Glen R. Crouch and Sharline J. Crouch (Trustees)
Sale Date	6/28/2017
Transaction Status	Recorded
Sale Price	\$595,000 (\$0.02/SF)
Recording Number	2017-007150
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	562.93 Acres (24,521,231 SF)
Number of Parcels	7
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Passive Recreation



Easement Off Skeen Ranch Trail  
Chiloquin, OR 97624

APN  
R256939, R256948, R256957,  
R324152, R324161, R324170 &  
R324214



### Confirmation

Name	Glen Crouch
Phone Number	503-947-6240
Affiliation	Grantor

### Remarks

The property has an area of 562.93 AC (per Klamath County GIS). Approximately 362.09 AC are encumbered with a NRCS WRP easement. Access is from a gravel/dirt easement off Skeen Ranch Trail. Soil type is Class 4, and is poorly drained. It has level to low slopes. The site has 470.00 AC of water/irrigation rights, with a priority date of 1864. The sale price has been adjusted for market conditions, and the adjusted sale price has been allocated to the various value components.



POWELL BANZ  
VALUATION

## Day School Road

Comparable 5

### Sale Information

Buyer	Land Equities, Inc
Seller	Klamath County
Sale Date	10/19/2017
Transaction Status	Recorded
Sale Price	\$15,500 (\$0.02/SF)
Recording Number	2017-012160
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	18.8 Acres (818,928 SF)
Number of Parcels	1
Zoning	EFU-CG
Shape	Rectangular
Topography	Level
Proposed Land Use	Passive Recreation



Day School Road  
Chiloquin, OR 97624

APN  
R249252



### Confirmation

Name	Klamath County
Phone Number	541-883-5111
Affiliation	Grantor

### Remarks

The property has an area of 18.80 AC (per Klamath County GIS). The site has a shallow depth and approximately 18.80 AC are encumbered with wetlands and an irrigation ditch. Access is from Day School Road. Soil type is Class 4, and is well drained. It has level to low slopes. The site does not have water/irrigation rights. The sale price has been adjusted for market conditions.



POWELL BANZ  
VALUATION

## No Access (Near Gadowa Springs Road)

Comparable 6

### Sale Information

Buyer	NJN Flynn Investments, LLC
Seller	Jeanette C. Humphrey
Sale Date	1/3/2018
Transaction Status	Recorded
Sale Price	\$32,000 (\$0.02/SF)
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	40.43 Acres (1,761,131 SF)
Number of Parcels	1
Zoning	EFU-CG
Shape	Square
Topography	Level
Proposed Land Use	Cattle Grazing



No Access (Near Sprague River Road)  
Sprague River, OR 97639

APN  
R352601



### Confirmation

Name	John Flynn
Phone Number	541-219-1003
Affiliation	Grantee

### Remarks

The property has an area of 40.43 AC (per Klamath County GIS). Approximately 40.43 AC are encumbered with wetlands. There is no access to the property. Soil type is Class 4, and is poorly drained. It has level to low slopes. The site does not have water rights. The sale price has been adjusted for market conditions.



POWELL BANZ  
VALUATION

## Easement off Kerns Swamp Road

Comparable 7

### Sale Information

Buyer	Joe Murphy and Lori Murphy (Trustees)
Seller	Samuel R. Dobson and Peter C. Dobson
Sale Date	3/28/2018
Transaction Status	Recorded
Sale Price	\$110,000 (\$0.02/SF)
Recording Number	2018-003858
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

### Property

Land Area	163.97 Acres (7,142,533 SF)
Number of Parcels	1
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Waterfowl Hunting/Passive Recreation



Easement off Kerns Swamp Road  
Klamath Falls, OR 97601

APN  
R583666



### Confirmation

Name	Chris Dobson
Phone Number	707-364-4220
Affiliation	Grantor Representative

### Remarks

The property has an area of 163.97 AC (per Klamath County GIS). 163.97 AC are encumbered with a NRCS WRP easement. Access is from a gravel/dirt easement off Kerns Swamp Road. Soil type is Class 4 and 3, and is somewhat poorly drained. It has level to low slopes. The site has 155.04 AC of water/irrigation rights, with a priority date of 1906. The sale price has been adjusted for market conditions.



POWELL BANZ  
VALUATION

## Easement Off Fuego Road

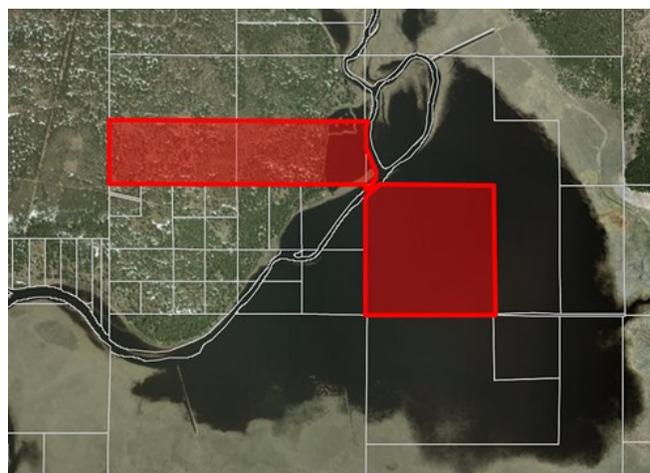
Comparable 8

### Sale Information

Seller	Aza L Kemper (Trustee)
Transaction Status	Listing
Sale Price	\$200,000 (\$0.01/SF)
Rights Transferred	Fee Simple
Financing	Cash/Cash Equivalent
Conditions of Sale	Arm's Length

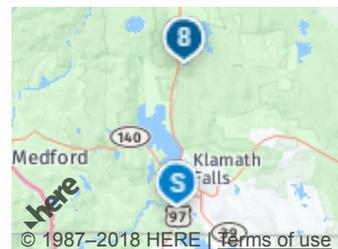
### Property

Land Area	318.18 Acres (13,859,921 SF)
Number of Parcels	4
Zoning	EFU-CG
Shape	Irregular
Topography	Level
Proposed Land Use	Waterfowl Hunting/Passive Recreation



Easemen Off Fuego Road  
Chiloquin, OR 97624

APN  
R886306, R886305, R886309 &  
R90458



### Confirmation

Name	Kelli Santillie
Company	Fisher Nicholson Realty
Phone Number	541-331-5900
Affiliation	Listing Agent

### Remarks

The property has an area of 318.18 AC (per Klamath County GIS). Approximately 163.10 AC are encumbered by a NRCS WRP easement. Access is from a gravel/dirt easement off Fuego Road. Soil data was unavailable, and is assumed to be poorly drained. It has level to low slopes. The site has 185.48 AC of water/irrigation rights, with a priority date of 1800. The sale price has been adjusted for its listing status, and the adjusted sale price has been allocated to the various value components.

***APPRAISER QUALIFICATIONS***



**POWELL BANZ**  
VALUATION

## EXPERIENCE & QUALIFICATIONS

The firm concentrates on complex commercial, industrial and multi-family valuation assignments for government, corporations and individuals. Work has been performed on a national scale. This is a sample of clients served:

**Financial:**

AKT, LLP  
Bank of America  
Bank of the Pacific  
Bank of the West  
Banner Bank  
Church Extension Plan  
Citizens Bank  
CitiGroup  
CIT Small Business Lending  
Continental Bank  
Evangelical Christian Credit Union  
First Bank  
First Community Credit Union  
First Federal, McMinnville  
First Interstate Bank, N.A.  
HomeStreet Bank  
JPMorgan Chase Bank, NA  
Northwest Community Credit Union  
OnPoint Community Credit Union  
Oregon Coast Bank  
OSU Federal Credit Union  
Pioneer Trust Bank, N.A.  
Regents Bank  
Riverview Community Bank  
Siuslaw Bank  
Umpqua Bank  
Washington Federal  
Wells Fargo Bank  
Willamette Community Bank  
Willamette Valley Bank

**Governmental:**

Benton County  
Bonneville Power Administration  
City of Albany  
City of Coos Bay  
City of Corvallis  
City of Eugene  
City of Lincoln City  
City of Newport  
City of Salem  
City of Silverton  
City of Sweet Home  
City of Woodburn  
Dallas School District  
Douglas County  
FDIC

Federal Home Loan Bank  
Klamath County  
Lane County  
Marion County  
Military Dept. - State of Oregon  
Mount Angel School District  
Oregon Attorneys General  
Oregon Dept. of Parks & Recreation  
Oregon Dept. of Transportation  
Oregon Division of State Lands  
Oregon Dept. of General Services  
Polk CDC  
Port of Portland  
Riverdale School District  
Salem/Keizer School District  
U.S. Army Corps of Engineers  
U.S. Bureau of Land Management  
U.S. Dept. of Interior  
U.S. Marshall's Office  
U.S. Forest Service  
Washington Dept. of Fish & Wildlife  
Woodburn School District  
Yamhill County Housing Authority

**Insurance/Medical:**

Corvallis Clinic  
Good Samaritan Hospital (Corvallis)  
SAIF  
Salem Health  
Samaritan Albany General Hospital  
Samaritan Health Services  
St. Paul Fire & Marine

**General:**

Arnold, Gallagher, PC  
Catholic Community Services  
Martinis & Hill  
McDonalds Corporation  
Roth's Fresh Market  
MDH Management LLC  
Saalfeld Griggs PC  
Feibleman & Case, PC  
First American Title  
Morrow Equipment  
Sherman, Sherman, Johnnie & Hoyt  
Mtn. West Development Corp.  
State Farm Insurance Co.  
GHR Lawyers



Daniel P. Harms, MAI is a Certified General Appraiser with Powell Banz Valuation, LLC. He is licensed in Oregon and has performed a wide range of commercial valuation assignments throughout the Northwest since joining the firm in 2006. In 2016 Dan earned the prestigious MAI designation by the Appraisal Institute. Dan's appraisal experience includes a wide variety of property types, from the typical (subdivisions, development land) to the complex (wetland mitigation banks, an island and aircraft hangars).

Dan graduated from the University of Oregon in 2001 with a Bachelor of Science degree. Following college, he married the love of his life and now has two rambunctious boys.

Dan enjoys mathematics, science, and random factoids. In his spare time, he enjoys spending time with his wife and children, watching movies, 3D printing, making replica movie props and doing parkour with his boys.



[dharms@powellbanz.com](mailto:dharms@powellbanz.com)  
503-371-2403

#### EXPERTISE & SERVICES

- Real Estate Valuation
  - Subdivision Analysis
  - Development Land
  - Wetland Mitigation
  - Aircraft Hangars
  - Yellow Books
- Eminent Domain and Condemnation
- Market Analysis & Feasibility Studies

#### EDUCATION

- MAI - Appraisal Institute
- B.S. - University of Oregon

#### AFFILIATIONS

- State of Oregon Certified General Appraiser, #CO01113
- Designated Member of the Appraisal Institute (#497344)



**Katherine Powell Banz, MAI** is a Principal and Certified General Appraiser with Powell Banz Valuation, LLC. Katie is licensed in Oregon and Washington and has performed a diverse range of commercial valuation assignments throughout the Northwest since joining the firm in 2002. In 2014 Katie and her husband, Jonathan Banz, MAI purchased the business and rebranded the company Powell Banz Valuation, LLC.

Katie's professional experience includes a wide variety of valuation-related work, including consultation, appraisal, expert witness testimony, appraisal review, and feasibility analysis of income producing properties; including retail, office, development land, industrial, single and multi-family residential, and special use properties such as churches and schools.

Katie is the 2018 President of the Greater Oregon Chapter of the Appraisal Institute (GOCAI). She has been an active GOCAI Board Member since 2012. Katie plans to expand home-grown education and seminars to help implement appraisal concepts in practical day-to-day valuation assignments, create a GOCAI Women's Network, and explore collaborative efforts with other valuation and professional groups.

Katie graduated from Linfield College (McMinnville, Oregon) in 1997 with a Bachelor of Arts degree. Following college, she worked as a graphic artist and project manager with the Boeing Company in Seattle until joining Powell Valuation Inc in 2002.

In her spare time, Katie enjoys reading, gardening, striving to live a creative life, and spending time with her husband and three Great Danes.

#### **EXPERTISE & SERVICES**

- Real Estate Valuation
  - Professional & Medical Office
  - Retail
  - Industrial
  - Subdivision Analysis
  - Multi-Family
  - Lodging
  - Special Purpose Properties
- Expert Witness Testimony
- Eminent Domain and Condemnation
- Market Analysis & Feasibility Studies
- Appraisal Review



[kbanz@powellbanz.com](mailto:kbanz@powellbanz.com)  
503-371-2403

#### **AFFILIATIONS**

- State of Oregon Certified General Appraiser, #C000897
- State of Washington Certified General Appraiser (#1101856)
- Designated Member of the Appraisal Institute (#480999)
- State of Oregon Supervising Appraiser
- Greater Oregon Chapter of the Appraisal Institute - GOCAI:
  - 2018 President
  - 2017 Vice President
  - 2016 Treasurer
  - 2015 Secretary
  - 2012- 2014 Board Member
- Board Member -Deepwood Museum & Gardens, Salem, Oregon

#### **EDUCATION**

- MAI - Appraisal Institute
- B.A. - Linfield College

***APPRAISER CERTIFICATIONS***



## Appraiser Certification and Licensure Board

### State Certified General Appraiser

*28 hours of continuing education required*

License No.: C001113

Issue Date: February 01, 2018

Expiration Date: January 31, 2020

DANIEL P HARMS  
POWELL BANZ VALUATION LLC  
201 FERRY ST SE STE 300  
SALEM, OR 97301

---

Gae Lynne Cooper, Administrator



# Appraiser Certification and Licensure Board

## State Certified General Appraiser

*28 hours of continuing education required for renewal*

Katherine J Banz  
Powell Banz Valuation LLC  
201 Ferry ST STE 300  
Salem, OR 97302

License No.: **C000897**

Issue Date: **September 1, 2016**

Expiration Date: **August 31, 2018**

Gae Lynne Cooper, Administrator



## Purchase and Sale Agreement

This agreement for the purchase and sale of real property ("Agreement") is made as of the **15<sup>th</sup> day of February, 2018**, between **Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006** ("Anderson" or "Seller"), and the State of Oregon, by and through the **Oregon Department of Fish and Wildlife** ("ODFW" or "Buyer"), and is effective when executed by both parties (the "Effective Date").

Buyer seeks to acquire the Property (defined below) from Seller with funding provided Waterfowl Stamp Funds.

Buyer and Seller agree as follows:

- 1. Agreement to Purchase and Sell.** In consideration of Buyer's acquisition and delivery of an appraisal conforming to Uniform Appraisal Standards for Federal Land Acquisitions (the "Yellow Book Appraisal") and payment of the Purchase Price (defined below) to Seller, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property (the "Property") consisting of approximately 214.6 acres, which is legally described as follows:

**Lots 48, 49, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70 and 71 in VACATED MIDLAND TRACTS, by Order of Vacation recorded July 21, 1944 in Volume 167, page 266, Deed Records of Klamath County, Oregon, according to the official plat of said MIDLAND TRACTS filed in the office of the County Clerk of Klamath County, Oregon on March 6, 1909 and otherwise described, according to Government Survey as Lots 2 to 15 inclusive and the SW1/4 NE1/4, W1/2 SE1/4 and SE1/4 SE1/4 of Section 35; and the SW1/4 NW1/4 and the W1/2 SW1/4 of Section 36, all in Township 39 South, Range 8 East of the Willamette Meridian; EXCEPTING THEREFROM the Northerly 208 acres and the Southerly 208 acres of said land. The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement**

- 2. Property Value and Purchase Price.**

2.1. The value of the Property will be established by an appraisal conforming to Uniform Appraisal Standards for Federal Land Acquisitions (a "Yellow Book Appraisal"). Buyer shall execute a contract for the appraisal work within thirty-one days of the Effective Date of this Agreement. The Yellow Book Appraisal shall identify ODFW, the USFWS and OSMB as "Intended Users". Appraiser shall be instructed

by Seller to deliver 2 hard copies and an electronic copy of the Yellow Book Appraisal to ODFW upon completion.

- 2.2. The Purchase Price for the Property shall be 100% of the valuation established by the Yellow Book Appraisal.

This Agreement is contingent upon both Buyer's and Seller's acceptance of the valuation which will be established by the Yellow Book Appraisal. Upon completion of the said appraisal and its delivery to Buyer and Seller, each of them shall have twenty (20) days to review the appraisal and accept or reject the valuation therein determined. Each party shall notify the other in writing prior to the end of this twenty (20) day period of its acceptance or rejection of the valuation. In the event that either party rejects the valuation, the transaction shall become null and void and neither party will be further bound under the terms of this Agreement. Failure by either party to notify the other within the said ten (10) day period shall be deemed acceptance of the valuation on the part of the party failing to notify.

Buyer shall pay to Seller the Purchase Price for the Property in cash, or cash equivalent acceptable to Seller, at Closing. Buyer shall deposit the Purchase Price with the Escrow Agent at least one (1) day prior to the Closing Date for delivery to Seller upon satisfaction of all conditions precedent to the Closing, as described in this Agreement. Buyer shall not pay any earnest money or provide an escrow deposit, as the parties covenant and agree that Buyer's acquisition of the Yellow Book Appraisal and delivery of the same to Seller constitutes sufficient consideration in lieu of earnest money or a related escrow deposit.

3. **Inspection.** Seller authorizes Buyer and its representatives to enter the Property, at any reasonable time or times before the date of Closing on twenty-four (24) hours prior written notice to conduct any and all reasonable inspections, examinations, tests, surveys, and investigations of such Property which Buyer may wish to perform, provided however, that Buyer will be responsible for any costs, losses, expenses, liabilities, actions, or damages to persons or such Property caused by such inspection, examinations, tests, surveys, or investigations.
4. **Document Delivery.** Within ten days after the Effective Date, Seller shall deliver to Buyer copies of all water rights certificates, permits, pending applications, transfer approval orders (collectively, the "Water Rights"), irrigation records, leases, licenses, permits, easements (both recorded and unrecorded and specifically including the Conservation Easement on the property in favor of the Natural Resources Conservation Service (NRCS)), maps, and all other agreements or obligations affecting the Property (the "Documents"), except as otherwise delivered pursuant to Section 6.3, below. Buyer shall acknowledge receipt of same in writing.
5. **Conditions of Seller.** Seller's obligation to sell the Property is conditioned upon the satisfaction of each of the following conditions, or Seller's waiver of either of both of the conditions provided in Sections 5.2 and 5.3:

- 5.1 The willingness of a title company to issue to Buyer, at Closing and without charges in excess of its standard fees, its ALTA owner's standard coverage policy of title insurance, in the amount of the Purchase Price showing title to the Property vested in Buyer, subject only to exceptions deemed acceptable to Buyer pursuant to Section 6.3 below.
  - 5.2 Buyer's performance of all of its obligations under this Agreement.
  - 5.3 The continuing accuracy of all Buyer's representations and warranties in this Agreement.
- 6. Conditions of Buyer.** Buyer's obligation to purchase the Property is conditioned upon the satisfaction of each of the following conditions, or Buyer's waiver of any or all of the conditions provided in Sections 6.4 through 6.7, below:
- 6.1 Buyer obtaining all necessary State of Oregon approvals to acquire the Property pursuant to the terms of this Agreement. The foregoing approvals include but are not limited to those obtained from the Department of Justice, Department of Administrative Services, and the Oregon Fish and Wildlife Commission, as required by Oregon revised statutes and administrative rules.
  - 6.2 The availability, at date of Closing, of Waterfowl Stamp Funds in an amount sufficient to pay all costs related to the acquisition of the Property.
  - 6.3 Title being insurable as indicated in preliminary title report (Order # 199759AM) issued by AmeriTitle (Klamath Falls) on October 16<sup>th</sup>, 2017.
  - 6.4 Buyer's review and approval of a Phase 1 Environmental Site Assessment to be procured by Buyer and any other environmental due diligence which may include review of existing reports describing the environmental condition of the Property, soil, air and water sampling at the Property, and other tests and procedures deemed necessary by Buyer in Buyer's sole discretion, and Buyer's determination that the environmental condition of the Property is acceptable.
  - 6.5 Buyer's receipt, review, and approval of all Documents specified in Section 4 of this Agreement, in addition to Buyer obtaining, reviewing, and approving any inspections, examinations, tests, surveys, or other investigations of the Property, exclusive of a Phase 1 Environmental Site Assessment, which Buyer may wish to perform.
  - 6.6 Buyer's review and approval of all issues related to water rights on the Property and any and all legal actions related thereto, including but not limited to disputes with the federal government and/or its agencies and Buyer's concurrence with the terms and conditions and status of the Klamath River Basin Adjudication as of the date of Closing.

- 6.7 Seller's performance of all of its obligations under this Agreement.
- 6.8 The continuing accuracy of all Seller's representations and warranties in this Agreement.
- 6.9 Review and acceptance of the legal description of the Property by the Oregon Department of Justice to confirm that the description correctly and completely describes the property Buyer intends to purchase
- 7. Conveyance by Warranty Deed.** At Closing, Seller shall convey title to the Property to Buyer by warranty deed in substantially the form provided in Exhibit B (the "**Deed**").
- 8. Title Insurance.** If Seller's condition stated in Section 5.1 has been satisfied, Buyer will acquire, at Buyer's sole expense at Closing, an ALTA owner's standard coverage policy of title insurance, in the amount of the Purchase Price, showing title to the Property vested in Buyer as described above, subject only to the Permitted Exceptions.
- 9. Escrow Instructions.** Upon execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with First American Title Insurance Company, located at Albany, Oregon ("**Escrow Agent**"). Seller and Buyer shall execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement control.
- 10. Closing.** The closing of the sale and purchase of the Property (the "**Closing**") must be held and delivery of all items to be made at the Closing under the terms of this Agreement must be made at the offices of Escrow Agent on or before **180 days from the date of execution of this Agreement**, or such later date and time as Buyer and Seller may mutually agree upon in writing, time not being of the essence of this Agreement (the "**Closing Date**").
- 11. Seller's Closing Documents.** At or before Closing, Seller shall deposit with the Escrow Agent the following items:
- 11.1 the duly executed and acknowledged Warranty Deed;
- 11.2 the title insurance company's commitment to issue an ALTA owner's standard coverage policy of title insurance, as described in Section 4.1;
- 11.3 originals of all Documents identified in Section 4 of this Agreement; and
- 11.4 such additional funds as Seller is obligated to provide under this Agreement that are necessary to close this transaction.

**12. Buyer's Closing Documents.** At or before Closing, Buyer shall deposit into escrow the following items:

- 12.1 the Purchase Price; and
- 12.2 such additional funds as Buyer is obligated to provide under this Agreement that are necessary to close this transaction.

**13. Proration and Closing Costs.**

- 13.1 All real property taxes and assessments shall be prorated as of the date of Closing, and any taxes or additional penalties that would be due as a result of removal of the Property from any tax deferral or special use assessment program will be charged to Seller as though the Property were removed from such program on the Closing Date.
- 13.2 Seller shall pay the cost of a standard coverage title insurance policy.
- 13.3 Buyer shall pay the recording fee for the Deed.
- 13.4 Buyer and Seller shall each pay one-half of costs of escrow.
- 13.5 Buyer shall pay for the Yellow Book Appraisal, if required.
- 13.6 Seller shall clear any and all liens, including mortgage liens or other debt instruments, from Seller's proceeds at closing.

**14. Required Actions of Buyer and Seller.** Buyer and Seller shall execute all such instruments and documents and take all actions as may be necessary or convenient in order to consummate the purchase and sale contemplated by this Agreement and shall use their reasonable efforts to accomplish the close of escrow in accordance with the provisions stated in this Agreement.

**15. Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

- 15.1 Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated in this Agreement.
- 15.2 This Agreement and all documents required to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

- 15.3 Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here, conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or affecting the Property.
- 15.4 Except as disclosed to Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened (including any material default or breach), with regard to the Documents, the Property, or operation of the Property.
- 15.5 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.
- 15.6 To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.
- 15.7 To Seller's knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law before or during the period in which Seller has owned the Property. For the purposes of this Section 15.7, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601-9675; the Resource Conservation and Recovery Act, 42 USC §§6901-6992k; and the Hazardous Materials Transportation act, 49 USC §§5101-5128, as may be amended from time to time..
- 15.8 Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. There will be no change in the ownership, operation, or control of Seller from the date of this Agreement until the Closing Date.
- 15.9 Seller has neither entered into any other contracts for the sale of the Property, nor, to Seller's actual knowledge, do there exist any, rights of first refusal or options to purchase the Property which have been executed by Seller.

- 15.10 To the extent that any Water Rights for the Property exist, Seller has neither forfeited nor abandoned the Water Rights, as Seller has maintained the Water Rights by applying water to the Property for beneficial use in compliance with the Water Rights during the five (5) year period preceding the Closing Date.
- 15.11 There is access to the Property via: (a) appurtenant easement(s) for ingress and egress that benefit the Property; or (b) a public road or dedicated public street which provide unimpeded access to the Property.

Seller's representations and warranties contained in Section 14 shall survive the Closing and do not merge into the Deed and the recordation of the Deed in the official records.

**16. Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer represents and warrants to Seller that:

- 16.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.
- 16.2 All requisite action has been or will be undertaken by Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here.
- 16.3 The persons executing this Agreement and the instruments referred to here on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.
- 16.4 This Agreement and all documents required by it to be executed by Buyer are and will be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.

**17. Buyer's Right to Assign.** Buyer shall have the right to assign any or all of its rights under this Agreement to any other agency or subdivision of the State of Oregon, should such assignment be necessary in order to facilitate the transaction.

**18. Brokers and Commissions.**

Buyer is represented in this transaction by Richard Duncan, a real estate principal broker licensed in the State of Oregon, an employee of the Buyer, who is acting as a salaried employee of the State of Oregon under Section 696.030(k) of the Oregon Revised Statutes and pursuant to the "Disclosure of Real Estate License and Confirmation of Relationship" executed between the Oregon Department of Fish and Wildlife and Duncan on November 8<sup>th</sup>, 2012. Duncan shall not

participate in any brokerage commissions nor make a claim for any brokerage or finder's fees generated as a result of this transaction.

Seller represents that Seller is not represented in this transaction by any agent, and further warrants that any commissions payable to any real estate agent resulting from Seller's participation in this transaction shall be payable by Seller.

Neither Buyer and/or the State of Oregon shall be liable for any brokerage commissions or finder's fees to any party in connection with the transaction contemplated by this Agreement.

- 19. Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.
- 20. Risk of Loss Prior to Closing.** Risk of loss or damage to the Property or any part of it by fire, storm, burglary, vandalism or other casualty between the Effective Date of this Agreement and the Closing Date is hereby assumed by Seller.
- 21. Notices.** All notices required or permitted hereunder must be in writing and must be served on the Parties at the following addresses:

Seller: Frank Andrew Anderson and Susan Marie Anderson,  
Trustees of the Frank and Susan Anderson 2006 Revocable Trust  
UAD July 18, 2006  
825 Old Midland Road  
Klamath Falls, OR 97603  
Phone: 541-892-8159

Buyer: Oregon Department of Fish and Wildlife  
Attn: Richard Duncan, or successor  
Realty Specialist  
4034 Fairview Industrial Drive SE  
Salem, OR 97302  
E-Mail: [richard.d.duncan@state.or.us](mailto:richard.d.duncan@state.or.us)  
Phone: 503-947-6240

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice is deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice is deemed delivered one business day after deposit with such courier; or (c) facsimile transmission or e-mail, in which case notice is deemed delivered upon electronic verification that transmission to recipient was completed.

- 22. Personal Property.** No personal property is included in this transaction. Seller shall remove any and all personal property from the Property prior to closing. In the event that high water prevents land-based access to the Property prior to Closing, Buyer agrees to

grant Seller access to the Property after Closing to remove personal property when conditions permit.

23. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date.
24. **Governing Law.** All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance, are to be governed by the laws of the State of Oregon applicable to contracts made and to be performed therein between residents thereof.
25. **Counterparts.** This Agreement may be executed in two or more fully or partially executed counterparts, each of which is an original binding the signer thereof against the other signing parties, but all counterparts together constitute one and the same instrument.
26. **Entire Agreement.** This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.
27. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.
28. **Arbitration/Remedies.** In the event of dispute regarding the terms of this Agreement, Buyer and Seller agree that either party may submit the dispute to non-binding arbitration. Should said arbitration fail to resolve the dispute within sixty (60) days of submission of the issue to the arbitrator, either party may proceed to exercise any and all remedies available to it under law and equity, and Buyer may pursue an action to compel specific performance or an action for damages for breach, separately or alternatively.

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY**

SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

**Seller:**

Frank Andrew Anderson  
and Susan Marie Anderson,  
Trustees of the Frank and Susan Anderson  
2006 Revocable Trust UAD July 18, 2006

**Buyer:**

The State of Oregon, acting by and through  
the Oregon Department of Fish and Wildlife

By: Frank Anderson  
Frank Andrew Anderson, Trustee

By: Cameron Smith  
Cameron Smith  
Its: Deputy Director of Administration

Date: 3-8-2018

Date: 02-06-18

By: Susan Marie Anderson Trustee  
Susan Marie Anderson, Trustee

Date: 3-08-2018

Approved for legal sufficiency pursuant  
to ORS 291.047

By: \_\_\_\_\_

Title: Assistant Attorney General,  
Oregon Department of Justice

Date: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Property**

**Lots 48, 49, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70 and 71 in VACATED MIDLAND TRACTS, by Order of Vacation recorded July 21, 1944 in Volume 167, page 266, Deed Records of Klamath County, Oregon, according to the official plat of said MIDLAND TRACTS filed in the office of the County Clerk of Klamath County, Oregon on March 6, 1909 and otherwise described , according to Government Survey as Lots 2 to 15 inclusive and the SW1/4 NE1/4, W1/2 SE1/4 and SE1/4 SE1/4 of Section 35; and the SW1/4 NW1/4 and the W1/2 SW1/4 of Section 36, all in Township 39 South, Range 8 East of the Willamette Meridian; EXCEPTING THEREFROM the Northerly 208 acres and the Southerly 208 acres of said land.**

**The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement and to the Conservation Easement granted to the Natural Resources Conservation Service as disclosed in the title insurance policy.**

**EXHIBIT B**  
**Form of Deed**

*Space above this line for Recorder's use*

**AFTER RECORDING, RETURN TO:**

Grantee:  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

**SEND TAX STATEMENTS TO:**

Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, Oregon 97302

*With a copy to:*

Frank Anderson and Susan Anderson, Trustees  
825 Old Midland Road  
Klamath Falls, OR 97603

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**WARRANTY DEED**  
**(ORS 93.850)**

Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006, Grantors, convey and warrant to the State of Oregon, acting by and through the Oregon Department of Fish and Wildlife, Grantee, the following described real property, together with all improvements thereupon, and free of all encumbrances except as specifically set forth herein:

See Exhibit A attached hereto

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$ \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
By: SAMPLE

As its: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_, by  
\_\_\_\_\_, [title] of \_\_\_\_\_.

**SAMPLE**  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

The State of Oregon acting by and through the Oregon Department of Fish and Wildlife accepts this conveyance in accordance with ORS 93.808.

By: **SAMPLE**

As: \_\_\_\_\_

STATE of OREGON                    )  
  ) ss:  
COUNTY of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Cameron Smith, as Deputy Director for Administration of the Oregon Department of Fish and Wildlife.

**SAMPLE**  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
To Warranty Deed

**Lots 48, 49, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70 and 71 in VACATED MIDLAND TRACTS, by Order of Vacation recorded July 21, 1944 in Volume 167, page 266, Deed Records of Klamath County, Oregon, according to the official plat of said MIDLAND TRACTS filed in the office of the County Clerk of Klamath County, Oregon on March 6, 1909 and otherwise described , according to Government Survey as Lots 2 to 15 inclusive and the SW1/4 NE1/4, W1/2 SE1/4 and SE1/4 SE1/4 of Section 35; and the SW1/4 NW1/4 and the W1/2 SW1/4 of Section 36, all in Township 39 South, Range 8 East of the Willamette Meridian; EXCEPTING THEREFROM the Northerly 208 acres and the Southerly 208 acres of said land.**

**The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement and to the Conservation Easement granted to the Natural Resources Conservation Service as disclosed in the title insurance policy.**

SUBJECT TO:

[insert Permitted Exceptions, excluding the “standard” or “general” exceptions 1-5 included in title commitment and approved by Buyer]

TOGETHER WITH all improvements located on the Property and any other rights or interests, including but not limited to water rights appurtenant to the Property and rights to minerals and geothermal resources, as defined in ORS 273.775(1) and (2).



300 Klamath Ave., Klamath Falls, OR 97601  
PHONE (541)883-3401 FAX (541)882-0620

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To: First American Title Company of Oregon  
2405 14th Ave. SE, Ste. B  
Albany, OR 97322  
Attn: Carmen Chaney

Date: October 16, 2017  
Order No. 199759AM  
Re: NAA Bare Land  
Klamath Falls, OR 97601

Your File No.:

We have enclosed our Preliminary Title Report pertaining to order number 199759AM:

***Thank you for the opportunity to serve you. Your business is appreciated!***

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

A handwritten signature in cursive script that reads "Deborah K Bergener".

Debbie Bergener, [debbie.bergener@amerititle.com](mailto:debbie.bergener@amerititle.com)  
Title Officer



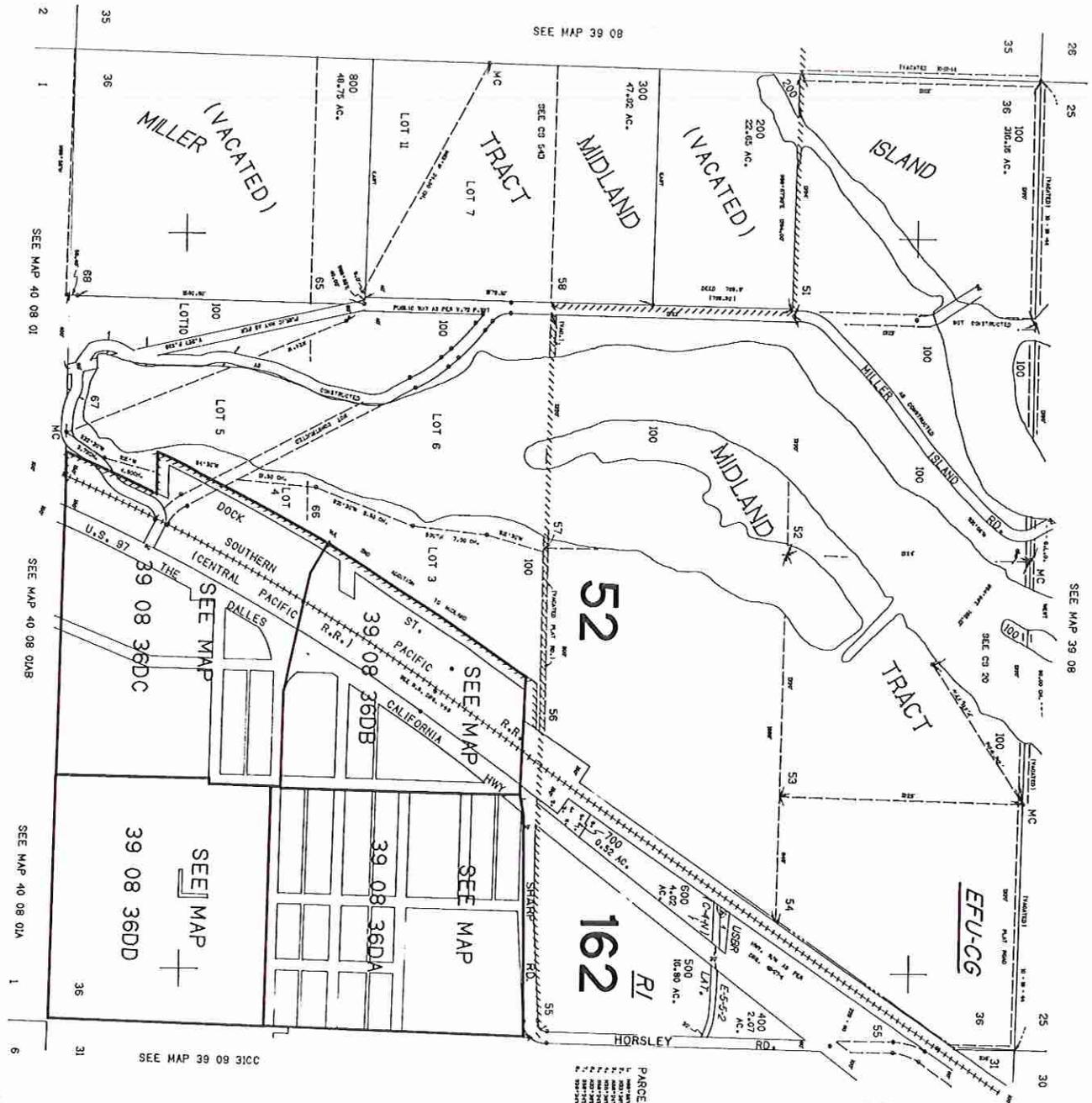


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

SECTION 36 T.39S. R.08E. W.M.  
 KLAMATH COUNTY  
 1"-400'

39 08 36  
 & INDEX

**AmeriTitle**  
 THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.



PARCEL 700  
 SEE MAP 39 09 31

SEE MAP 39 09 31CC

171000

1639.000

39 08 36  
 & INDEX





300 Klamath Ave., Klamath Falls, OR 97601  
PHONE (541)883-3401 FAX (541)882-0620

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October 16, 2017  
File Number: 199759AM  
Report No.: 1  
Title Officer: Debbie Bergener

### PRELIMINARY TITLE REPORT

**Property Address: NAA Bare Land, Klamath Falls, OR 97601**

**Policy or Policies to be issued:**

OWNER'S STANDARD COVERAGE

Proposed Insured: **Oregon Dept of Fish & Wildlife**

Liability  
To Come

Premium  
To Come

Local Government Lien Search

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Chicago Title Insurance Company, in the usual form insuring the title to the land described as follows:

**Legal description attached hereto and made a part hereof marked Exhibit "A"**

and dated as of 19th day of September, 2017 at 7:30 a.m., title is vested in:

**Frank Andrew Anderson and Susan Marie Anderson, Trustees of the Frank and Susan Anderson 2006 Revocable Trust UAD July 18, 2006**

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

**Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

**SPECIAL EXCEPTIONS:**

6. Taxes assessed under Code No. 073 Account No. R492229 Map No. R-3908-00000-05800-000  
The 2017-2018 Taxes: \$51.24, plus interest, unpaid.
7. Taxes assessed under Code No. 073 Account No. R502352 Map No. R-3908-03600-00300-000  
The 2017-2018 Taxes: \$14.73, plus interest, unpaid.
8. Taxes deferred, as disclosed by the tax roll, 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.
9. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District.  
(No inquiry has been made)
10. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.  
(No inquiry has been made)
11. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Klamath River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Klamath River.

All matters arising from any shifting in the course of Klamath River including but not limited to accretion, reliction and avulsion.

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: January 8, 1932  
Volume: [96, page 553, Deed Records](#)
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: January 19, 1932  
Volume: [96, page 602, Deed Records](#)
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: February 2, 1932  
Volume: [96, page 638, Deed Records](#)
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: August 8, 1932  
Volume: [97, page 606](#)
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: August 31, 1932  
Volume: [99, page 20, Deed Records](#)
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: California Oregon Power Company  
Recorded: September 25, 1948  
Volume: [225, page 243, Deed Records](#)
18. Any uncertainty as to the locations of the North and South lines of the subject property due to the use of acreage in the legal description.
19. Warranty Easement Deed in Perpetuity as disclosed in document,  
Recorded: January 23, 2013  
Instrument No.: [2013-000889](#)

**INFORMATIONAL NOTES:**

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Frank Andrew Anderson  
Susan Marie Anderson

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

**End of Report**

*"Superior Service with Commitment and Respect for Customers and Employees"*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 48, 49, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70 and 71 in VACATED MIDLAND TRACTS, by Order of Vacation recorded July 21, 1944 in Volume 167, page 266, Deed Records of Klamath County, Oregon, according to the official plat of said MIDLAND TRACTS filed in the office of the County Clerk of Klamath County, Oregon on March 6, 1909 and otherwise described, according to Government Survey as Lots 2 to 15 inclusive and the SW1/4 NE1/4, W1/2 SE1/4 and SE1/4 SE1/4 of Section 35; and the SW1/4 NW1/4 and the W1/2 SW1/4 of Section 36, all in Township 39 South, Range 8 East of the Willamette Meridian; EXCEPTING THEREFROM the Northerly 208 acres and the Southerly 208 acres of said land.

# Anderson Property Proposed Land Acquisition



**Oregon Fish and Wildlife Commission**

Trevor Watson – Klamath and Malheur Watershed District Manager

October 12, 2018; Klamath Falls, Oregon

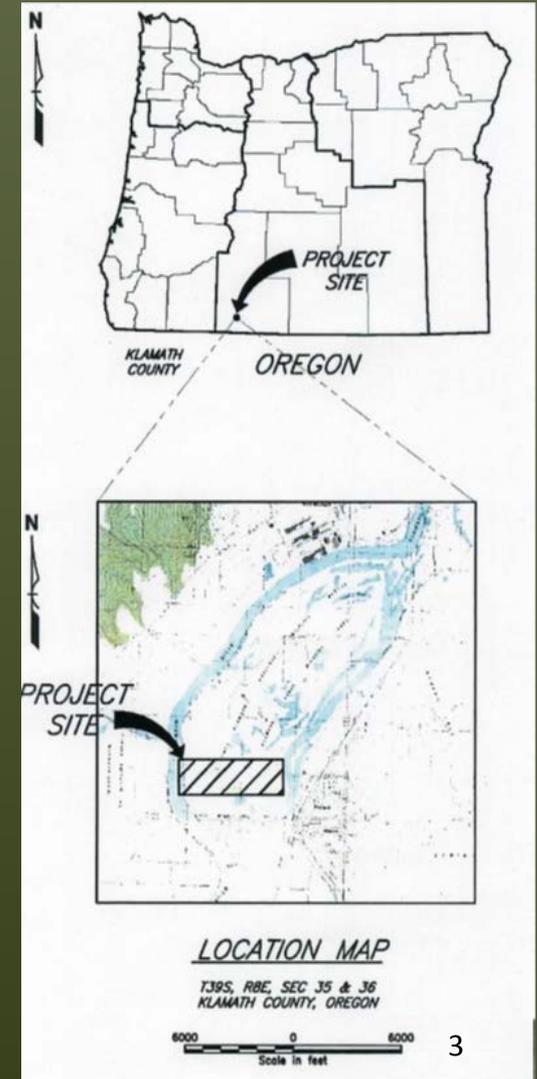
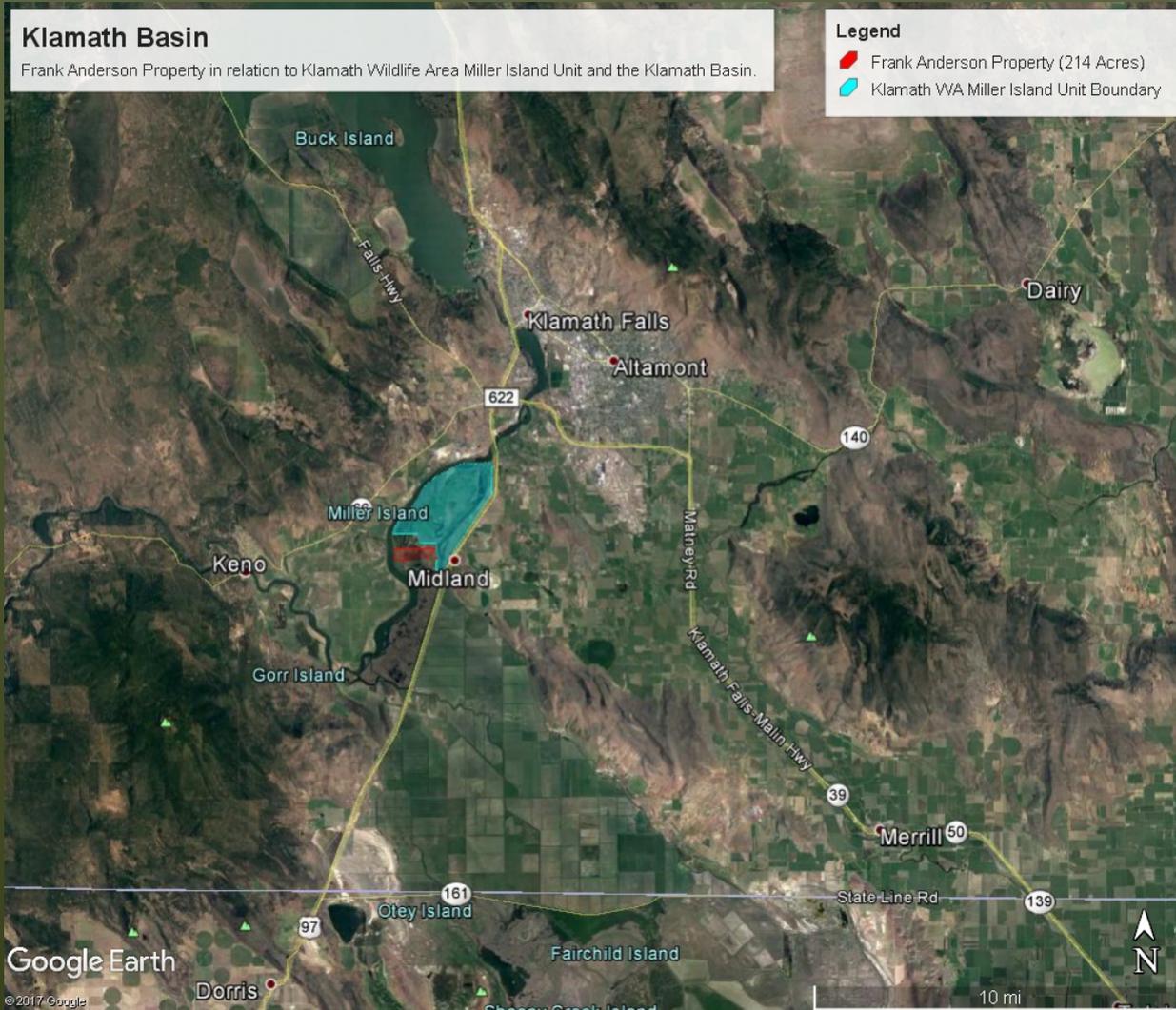
# Outline

- Klamath Basin
- Klamath Wildlife Area (KWA)
- Anderson Property
  - NRCS WRP Easement
- Funding
- Benefits
- Questions



# Klamath Basin

- 185,000 acres > 36,000 acres of wetlands





# Klamath Wildlife Area (KWA)

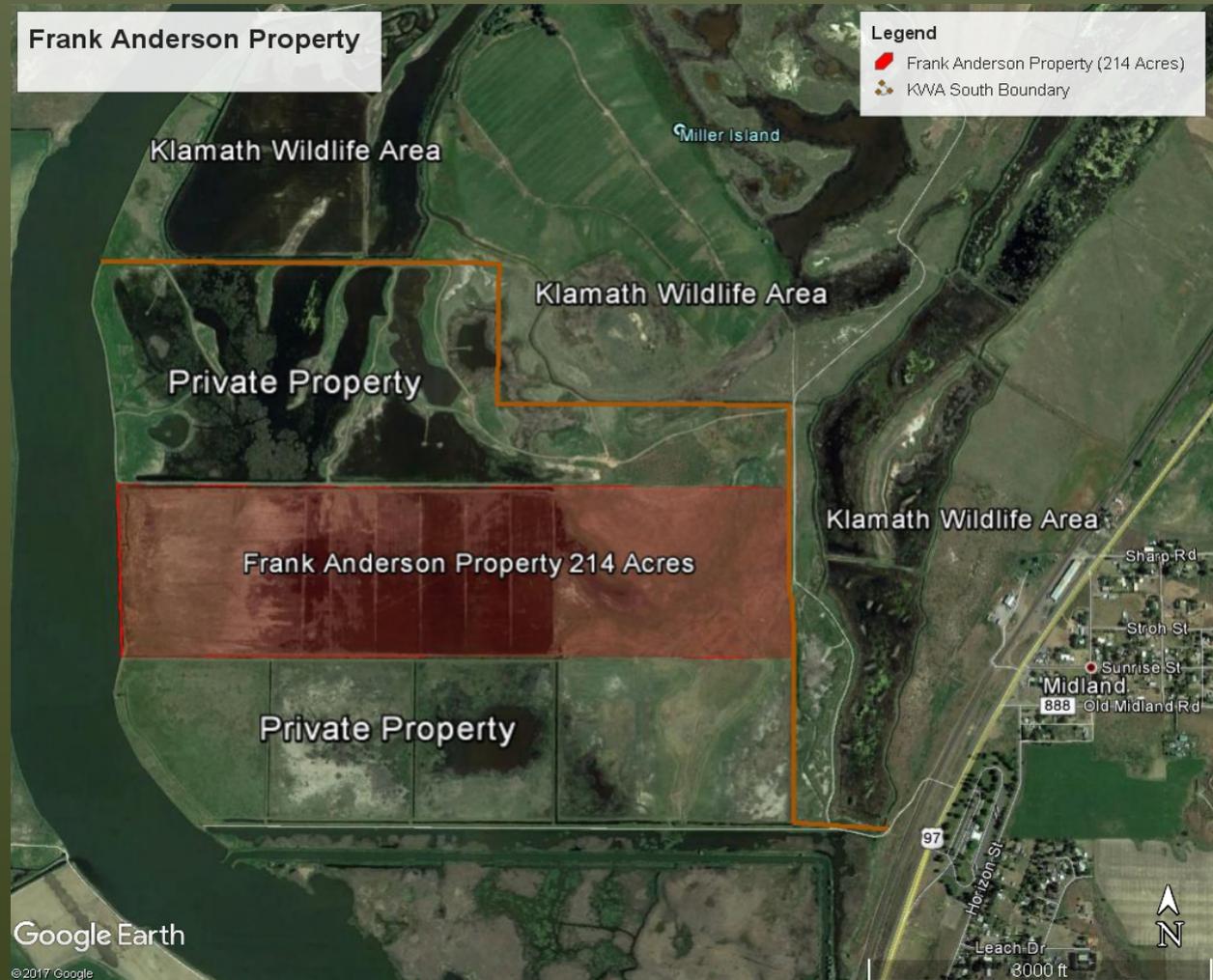
- KWA on Miller Island was purchased in 1953

## KWA Management Plan Goals:

1. Protect, enhance and manage upland habitats to benefit a wide variety of wildlife species, with emphasis on reducing depredation on adjacent agricultural lands by spring migrating geese
2. Protect, enhance and manage wetland habitats to benefit fish and wildlife species
3. Provide a variety of wildlife oriented recreational and educational opportunities to the public that are compatible with Goals 1 and 2

# Anderson Property

- Willing Seller
- 214 acres
- Adjacent to Klamath River and KWA
- 1879 water rights
- Permanent NRCS WRP Easement



# NRCS Wetlands Reserve Program

- NRCS Wetland Reserve Program (WRP)
- Anderson Property has a permanent easement
  - USDA paid 100% easement value and cost of upcoming restoration
  - Shared goals
  - Rights retained:
    - ✓ Control of access
    - ✓ Title and right to convey title
    - ✓ Undeveloped recreational uses
    - ✓ Subsurface resources
    - ✓ water rights



# Funding

- **Waterfowl Stamp Fund**
  - Oregon has had a waterfowl stamp since 1984
  - Waterfowl stamps raise approximately \$500,000 annually to benefit waterfowl management and habitat
  - Funds may be expended only for activities that promote the propagation, conservation and recreational uses of migratory waterfowl





# Taxes

- **Payment to Counties In Lieu of Tax (PILT) was enacted by Oregon Law 1947, *“To relieve counties from the loss of revenue caused by the exemption from taxation of lands acquired by the state, acting by and through the state game commission, for public hunting grounds”***
- **The Department pays each county an amount equal to the amount the property taxes would have been if assessed to a taxable owner**
- **County determines the value annually as if the use was the same as at time of acquisition by the Department**

# Benefits

- Compliments Goals of Klamath Wildlife Area
- Emphasis on reducing damage to adjacent private agriculture in spring by migrating geese
- Increase the recreational opportunities of Klamath Wildlife Area and Klamath County



# Seasonally Flooded Wetlands

- Surface water is present for extended periods of time
- Very productive wetlands for spring and fall migrating and breeding birds





# Uplands

- Provides nesting and cover areas and important green forage for migrating waterfowl
- Provides foraging areas for multiple other wildlife species throughout the year



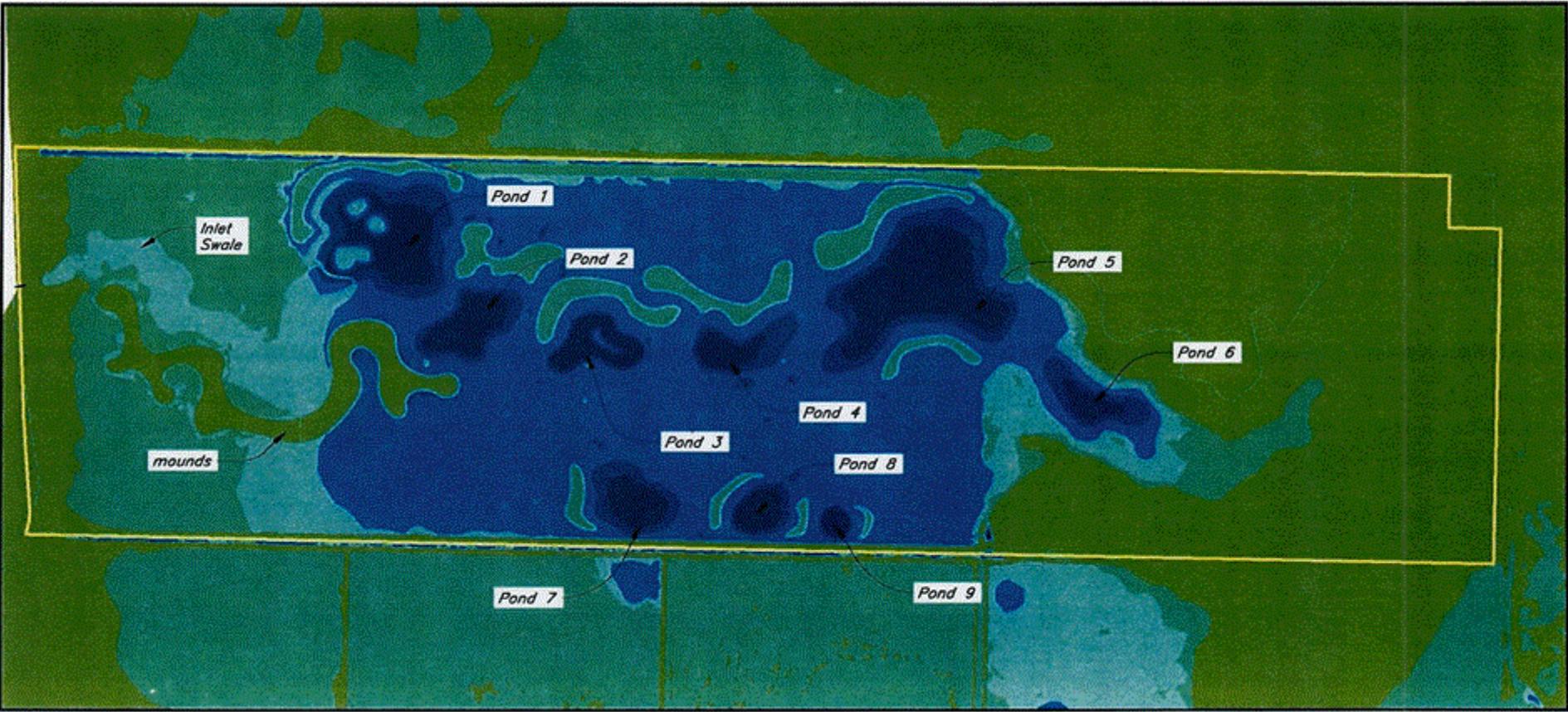


# Questions?





# Future NRCS Wetland Restoration Work



# SUPPLEMENTAL INFORMATION PACKAGE

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## CONSERVATION PROPERTY OPPORTUNITY

***1,854± acre Fourmile Preserve at Agency Lake  
by Upper Klamath Lake Wildlife Refuge***

*Fort Klamath, Oregon*



- Strategic location within Wood River Valley for private hunting or recreation retreat, along the Pacific Flyway
- Excellent access to Agency and Upper Klamath Lakes for fishing and boating
- Less than one hour drive to Crater Lake National Park and Klamath Falls
- Six acre site for home or lodge, with existing horse barn and caretaker residence

*PUBLISHED RESERVE: \$975,000 / \$525 per acre*

**SEALED BIDS DUE: DECEMBER 5, 2018 BY 5:00PM**  
Call the Auction Information Office with any questions at: 1-800-845-3524

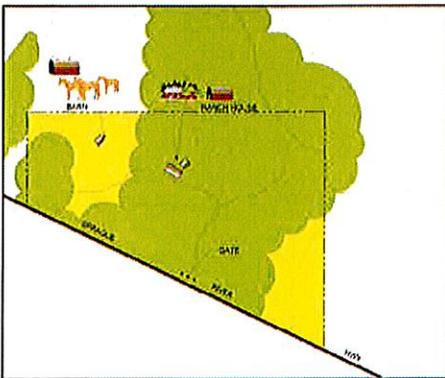
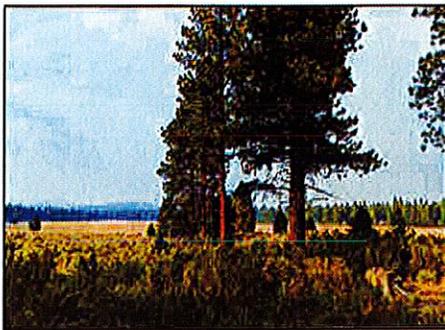
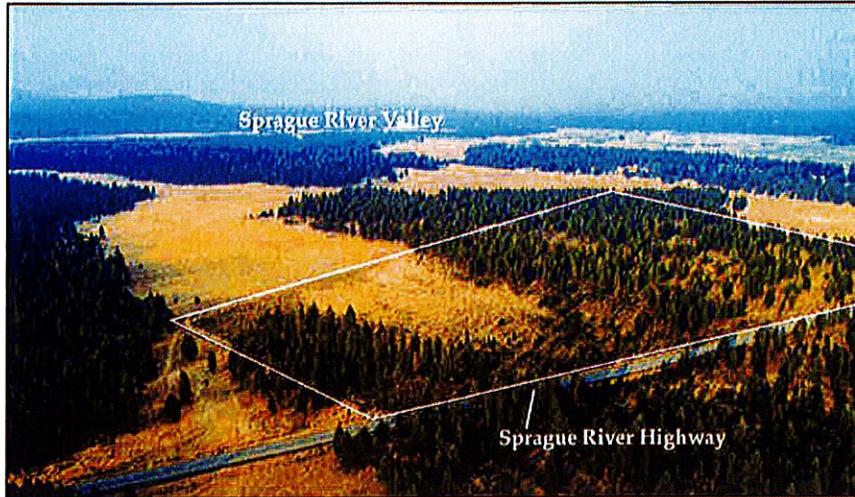
**REALTY MARKETING/NORTHWEST**

522 SW 5th Avenue, Suite 725 Portland, Oregon 97204

# SUPPLEMENTAL INFORMATION PACKAGE

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86± Acre Sprague River Valley Tract with Potential Home Site  
Klamath County, Oregon



*Please Note: Sketch plan is conceptual only. Neither the Seller nor its agents have submitted plan or made application to a public agency.*

PUBLISHED RESERVE: \$52,500

LAST ASKING: \$69,500

SIZE: 86± Acres

ZONING: EFU-CG - Exclusive Farm Use, Crops and Grazing

PROPERTY INSPECTION: At Any Time

FINANCING: None - All Cash

DESCRIPTION: This 86± acre timber and recreation tract is located along the Sprague River Highway, within the southwest corner of the Sprague River Valley, 10± miles from Chiloquin, and Highway 97. The irregular shape tract is on the north side of the highway, with an estimated 16 acres of meadow within the northwest section, with the balance having residual stands of Ponderosa pine.

The seller has obtained a Conditional Use Approval from Klamath County for one home site. Please see Supplemental Information Package for conditions for approval. There are several excellent locations for a home site above the meadow that would have views north to the Sprague River Valley. The meadow could be used for livestock. Power is available, and an on-site well, and septic, is required. The property is next to several ranches, and could be used for full year-round use, or as a seasonal retreat.

Both Klamath Falls and Crater Lake National Park are less than a one hour drive from the property. Some of Southern Oregon's premier fly fishing is nearby at the Wood, Williamson, and Sprague Rivers.

LOCATION: Township 34 South, Range 8 East, Section 35, Tax Lot 1400, Klamath County, Oregon

**SEALED BIDS DUE: NOVEMBER 14, 2018 BY 5:00PM**  
Call the Auction Information Office with any questions at: 1-800-845-3524

**REALTY MARKETING/NORTHWEST**

522 SW 5th Avenue, Suite 725 Portland, Oregon 97204