

MTC 68893-KR

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U.S. DEPARTMENT OF AGRICULTURE

COMMODITY CREDIT CORPORATION

C/O Sandra Fife

1201 NE Lloyd Blvd. 9th Floor

Portland, OR 97232 Warranty Easement Deed

CCC-1255

6-25-00

OMB No. 0578-0013

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-0436-2-100

**THIS WARRANTY EASEMENT DEED** ("Easement Deed") is made by and between **The Nature Conservancy, A District of Columbia non-profit corporation** whose address is 4245 N. Fairfax Dr., Arlington VA 22203 (hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, by and through the Secretary of Agriculture, Washington D.C. 20250 (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 (as defined below).

**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 Two Million Two Hundred and Fifty Three Thousand Nine Hundred and Thirty DOLLARS (\$2,253,930.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land in perpetuity; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

**PART I. Description of the Easement Area.** The lands encumbered by this Easement Deed, referred to hereafter as the Easement Area, are described on EXHIBIT A, which is appended to and made a part of this Easement Deed.

TOGETHER, with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this Easement Deed.

**PART II. Reservations in the Landowner on the Easement Area.** Subject to the rights, title, and interest conveyed by this Easement Deed to the United States, the Landowner reserves:

91.00

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- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
  - B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the Easement Area.
  - C. Control of Access. The right to prevent trespass and control access by the general public subject to operation of State and Federal Law.
  - D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
  - E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C, 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. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the Easement Area:
  - 1. haying, mowing, or seed harvesting for any reason;
  - 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  - 3. dumping refuse, wastes, sewage, or other debris;
  - 4. harvesting wood products;
  - 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
  - 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means;
  - 7. building or placing buildings or structures on the Easement Area;
  - 8. planting or harvesting any crop; and
  - 9. grazing or allowing livestock on the Easement Area.
- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by 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.
- D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

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- E. Reporting. The Landowner shall report to NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.

PART IV. Allowance of Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions NRCS may prescribe at its discretion, the use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. 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 shall have the right to enter unto the Easement Area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States, at its own cost, may apply to or impound additional waters on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.
- C. Easement Management. The Secretary of Agriculture, by and through 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 agree that this Easement Deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
  2. Subject to the provisions of Part VII below, 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.

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**PART VI. General Provisions.**

- A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. **Rules of Construction and Special Provisions.** All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

**PART VII. Special Provisions.**

- A. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, or codes, of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, 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.
- B. "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.
- C. "Approved Restoration Plan" shall mean the Natural Resources Conservation Service's January 23, 2006, Record of Decision ("ROD") for the Williamson River Delta Restoration Project, which selected the preferred alternative of the June, 2005, Final Environmental Impact Statement for the Williamson River Delta Restoration Project prepared for the Natural Resources Conservation Service, The Nature Conservancy of Oregon and the Bureau of Reclamation by David Evans and Associates, Inc. ("EIS"), subject to the July 25, 2005, Biological Opinion prepared for the Williamson River Delta Restoration Project by the United States Department of the Interior Fish and Wildlife Service ("BO"), as modified.
- D. Landowner warrants that, as of the date of this Easement Deed: (i) to the best of Landowner's actual knowledge, the operations and conditions of the Easement Area are in compliance with, and shall remain in compliance with, all applicable Environmental Laws; (ii) Landowner has received no notices from any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any applicable Environmental Law relating to the operations or conditions of the Easement Area; and (iii) except for the specific concentrations of DDT and DDE identified in a report prepared for Landowner by Parametrix titled "Assessment of the Potential Risks Posed to Fish and Wildlife from DDT and DDE at West Field, Goose Bay Farms, Klamath Lake, Oregon", Landowner has no actual knowledge of a release or threatened release of Hazardous Materials.

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E. Subject to the limitations set forth in Paragraph VII.G, below, the Parties agree that:

1. As between the Landowner and the United States and without waiving any available defenses that the Parties might assert against other entities, the Landowner shall conduct any required response action and shall pay all associated costs, penalties, expenses, fines, fees or sanctions that are described in 42 U.S.C 9607(a)(4)(A),(B) or (D), or equivalent Federal or state law, arising from or connected with the release or threatened release of any Hazardous Materials, including DDT and DDE contamination on, at, beneath or from the Easement Area, or arising from or connected with a violation of any applicable Environmental Laws by Landowner. Landowner's obligation shall not be affected by any authorizations provided by the United States to Landowner with respect to the Easement Area or any restoration activities carried out by the United States at the Easement Area consistent with the Approved Restoration Plan; and
2. Landowner shall indemnify the United States against all losses, costs, penalties and damages, including reasonable attorneys' fees, that are described in 42 U.S.C 9607(a)(4)(A),(B) or (D), or equivalent Federal or state law incurred by the United States arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Easement Area, or arising from or connected with a violation of any Environmental Laws by Landowner. Landowner's indemnification obligation shall not be affected by any authorizations provided by the United States to Landowner with respect to the Easement Area or any restoration activities carried out by United States at the Easement Area consistent with the Approved Restoration Plan.
3. The anticipated effects of the Approved Restoration Plan stated in the BO, which includes an Incidental Take Statement, shall not give rise to any liability or indemnity obligation of Landowner under the above paragraphs.

F. The Landowner agrees to pay for and to indemnify the United States for Natural Resource Damages established pursuant to 42 U.S.C. 9607(a)(4)(C), incurred during the 10-year period following recordation of the Easement Deed; provided, however with respect to the DDT and DDE contamination located at the West Field Site described in EXHIBIT D, which is appended to and made a part of this Easement Deed, the Landowner's indemnity obligation under this Paragraph VII.F., shall be limited to \$2,253,930.00. In order to effectuate the indemnity obligation of this Paragraph VII.F., the Landowner agrees not to assert against the United States a defense of laches or that the indemnity claim is time barred by otherwise applicable law. The anticipated effects of the Approved Restoration Plan stated in the BO, which includes an Incidental Take Statement, shall not give rise to any liability or indemnity obligation of Landowner under this Paragraph.

G. Notwithstanding Paragraphs VII.E and VII.F, above, this Easement Deed does not require the Landowner to indemnify the United States for, losses, costs, penalties or damages, including Natural Resource Damages, due to Hazardous Materials contributed to the Easement Area by the United States, its authorized agents or contractors, after the date of this Easement Deed, or caused by actions of the United States, its authorized agents or contractors, materially outside the Approved Restoration Plan. Landowner shall not be considered an agent or contractor of the United States for the purposes of this Paragraph VII.G.

H. Without modifying the Landowner's obligations to pay and indemnify otherwise set out in this Part VII, Landowner shall also indemnify the United States for liabilities arising from Landowner's negligent acts on the Easement Area.

I. Notwithstanding any other provision of this Easement Deed, the rights of the United States set

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forth in this Part VII shall not be enforceable or assignable except by or to another federal agency.

- J. If a claim is submitted to the United States for which the Landowner may be required to pay or reimburse the United States under Paragraph VII.E or VII.F, the United States shall promptly notify the Landowner in writing of the claim, and shall mitigate losses and preserve all available defenses. The Landowner understands that in litigation the United States is represented by the United States Department of Justice (USDOJ) and understands that it will have the opportunity to coordinate the defense and settlement of any claim with USDOJ.

**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, subject, however, to all valid rights of record, if any. 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 1<sup>ST</sup> day of FEBRUARY, 2006.

Landowner(s) By \_\_\_\_\_



Russell Hoeflich  
Oregon State Director  
The Nature Conservancy

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

United States of America  
Secretary of Agriculture By \_\_\_\_\_

BOB GRAHAM  
State Conservationist  
Natural Resources Conservation Service  
Authorized Representative

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Part VII, Landowner shall also indemnify the United States for liabilities arising from Landowner's negligent acts on the Easement Area.

- I. Notwithstanding any other provision of this Easement Deed, the rights of the United States set forth in this Part VII shall not be enforceable or assignable except by or to another federal agency.
- J. If a claim is submitted to the United States for which the Landowner may be required to pay or reimburse the United States under Paragraph VII.E or VII.F, the United States shall promptly notify the Landowner in writing of the claim, and shall mitigate losses and preserve all available defenses. The Landowner understands that in litigation the United States is represented by the United States Department of Justice (USDOJ) and understands that it will have the opportunity to coordinate the defense and settlement of any claim with USDOJ.

**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, subject, however, to all valid rights of record, if any. 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Landowner(s) By \_\_\_\_\_  
Russell Hoefflich  
Oregon State Director  
The Nature Conservancy

Dated this 1 day of February, 2004.

United States of America  
Secretary of Agriculture By William B. White  
Acting for BOB GRAHAM  
State Conservationist  
Natural Resources Conservation Service  
Authorized Representative

**ACKNOWLEDGMENTS**

STATE OF Oregon

COUNTY OF Multnomah

On this 1st day of February, 2006 before me, the undersigned a Notary Public in and for said jurisdiction, personally appeared Russell Hoeflich, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed in their free act and deed.

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



Jana Setzler  
Notary Public for the State of Oregon  
Residing at 4424 NE Shaver  
My Commission Expires 11-16-08

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned a Notary Public in and for said jurisdiction, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed in their free act and deed.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned a Notary Public in and for said jurisdiction, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed in their free act and deed.

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

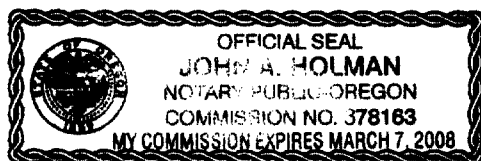
\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF Oregon

COUNTY OF Multnomah

On this 1st day of February, 2006 before me, the undersigned a Notary Public in and for said jurisdiction, personally appeared William B. White, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed in their free act and deed.

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



[Signature]  
\_\_\_\_\_  
Notary Public for the State of Oregon  
Residing at 1201 NE Lloyd Blvd, Ste 801 Portland  
My Commission Expires March 7, 2008

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

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#### OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. This time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio-tape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice or TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

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

An easement for wetlands reserve over and across that portion of Parcel 1 of Land Partition 30-02, said land partition being situated in Section 31, Township 35 South, Range 7 East; Section 36, Township 35 South, Range 7 1/2 East; Sections 5, 6, 7, 8, 9, 16 and 17, Township 36 South, Range 7 East; Sections 1, 2, 11 and 12, Township 36 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Those portions of Section 31, Township 35 South, Range 7 East; Section 36, Township 35 South, Range 7 1/2 East; Sections 1, 11 and 12, Township 36 South Range 7 1/2 East; and Sections 5, 6, 7 and 8, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point that bears South 53° 36' 50" East 2792.30 feet from the Northwest corner of Section 8, Township 36 South, Range 7 East of the Willamette Meridian; said point being at the High Water Mark of the Northerly shore of Upper Klamath Lake; thence North 21° 18' 57" East 1060.80 feet; thence North 00° 58' 55" West 1190.65 feet; thence North 07° 21' 05" West 181.45 feet; thence North 33° 33' 05" West 3109.37 feet; thence North 87° 47' 17" West 2846.39 feet; thence North 12° 57' 14" West 1907.39 feet; thence North 26° 08' 15" West 3027.45 feet; thence continuing North 26° 08' 15" West to the Southeasterly High Water Mark of the Williamson River; thence Southwesterly and Southerly along said Southeasterly High Water Mark of the Williamson River to the High Water Mark of said Upper Klamath Lake; thence Easterly along said High Water Mark of Upper Klamath Lake to the point of beginning.

For purposes of this description the North line of the Northwest Quarter of said Section 8 bears South 89° 59' 48" East.

Tax Account No:	3507-03100-01400-000	Key No:	65565
Tax Account No:	3507-03100-01400-000	Key No:	250374
Tax Account No:	3507-V0000-02401-000	Key No:	65823
Tax Account No:	3607-A0000-00300-000	Key No:	321100
Tax Account No:	3607-A0500-01500-000	Key No:	322109
Tax Account No:	3607-A0800-00400-000	Key No:	321128
Tax Account No:	3607-VA000-00101-000	Key No:	63255

## Exhibit B

### DESCRIPTION FOR ACCESS EASEMENT

A strip of land 30.00 feet wide situated in the NE1/4NE1/4 of Section 6, the W1/2 of Section 5, and the NE1/4NW1/4 and NW1/4NE1/4 of Section 8, all in Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 15.00 feet on each side of the following described centerline:

Beginning at a point on the south line of Toqua Road from which the northeast corner of Section 6 bears North 00°04'30" West 30.00 feet and North 89°55'30" East 419.49 feet; thence South 00°22'04" East 79.42 feet; thence South 33°55'53" East 5038.16 feet to Point "A"; thence continuing South 33°55'53" East 331.74 feet; thence South 01°10'17" East 1490.75 feet; thence North 88°49'43" East 27.56 feet to the end of the strip;

Also including a 30.00 foot wide strip of land situated in the SE1/4SW1/4 and the SW1/4SE1/4 of said Section 5, being 15.00 feet on each side of the following described centerline:

Beginning at Point "A" described above; thence North 56°04'07" East 81.85 feet to Point "B"; thence South 33°55'53" East 279.77 feet; thence South 05°42'21" East 34.69 feet to an existing gate and the end of the strip;

Also including a 30.00 foot wide strip of land situated in the SE1/4SW1/4 and the NE1/4SW1/4 of said Section 5, being 15.00 feet on each side of the following described centerline:

Beginning at Point "B" described above; thence North 31°49'02" East 278.11 feet; thence North 01°47'05" West 74.52 feet; thence North 00°03'35" East 164.38 feet to an existing gate and the end of the strip

## EXHIBIT C

There is no Exhibit C because surface disturbance to access subsurface minerals is prohibited.

Exhibit D to Goose Bay WRP Deed

**West Field Site**

Township 36 South, Range 71/2 East, Section 1:

SW1/4NW1/4;  
SE1/4NW1/4;  
NW1/4SW1/4;  
NE1/4SW1/4;  
SW1/4SW1/4;  
SE1/4SW1/4;  
West 1/2 of NW1/4NE1/4;  
West 1/2 of SW1/4NE1/4;  
West 1/2 of NW1/4SE1/4; and  
West 1/2 of SW1/4SE1/4,

comprising 245 acres, more or less.