

Recording Requested by and When Recorded, Return to:

wpd wind projects Inc. 205 SE Spokane Street, Suite 300 Portland, OR 97202 Attention: Jeffrey Wagner

2018-007330

Klamath County, Oregon

06/18/2018 03:14:00 PM

Fee: \$152.00

Space above this line is for Recorder's use.

#### MEMORANDUM OF WIND ENERGY LEASE

Grantor (Landlord):

AL & MARILYN BRUNER TRUST u/t/d

08/11/2016, Alston L. Bruner and Marilyn V. Bruner,

**Trustees** 

Grantee (Tenant):

WPD WIND PROJECTS INC

Abbreviated Legal Description (lot, block, and plat name or section, township range):

TOWNSHIP 40 SOUTH, RANGE 13 EAST, W.M., KLAMATH COUNTY, OREGON

**SECTIONS 30, 31, 32, 33** 

TOWNSHIP 41 SOUTH, RANGE 13 EAST, W.M., KLAMATH COUNTY, OREGON

SECTIONS 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16

Additional Legal Description is on Exhibit A of document.

Assessor's Property Parcel Tax Account Number(s):

R-4013-00000-08700-000 R-4013-00000-08900-000 R-4013-03000-00600-000 R-4013-03000-00700-000 R-4013-03000-00800-000 R-4113-00000-00500-000 R-4113-00000-00700-000 R-4113-00000-00900-000 R-4113-00000-01000-000 R-4113-00000-01100-000 R-4113-00000-01200-000

R-4113-00000-01300-000

R-4113-00000-01700-000

R-4113-00000-01800-000

R-4013-00000-08301-000

R-4113-00000-01900-000 R-4113-00000-02000-000

R-4113-00000-02100-000 R-4113-00000-02200-000 R-4113-00000-02300-000

R-4113-00000-02900-000 R-4113-00000-03001-000

R-4113-00000-03100-000 R-4113-00000-03200-000

R-4113-00000-03300-000

R-4113-00000-03700-000 R-4113-00000-03800-000

R-4113-00000-03900-000

R-4113-00000-02400-000

AMERITITLE , has recorded this instrument by request as an accomedation only, and has not examined it for regularity and sufficiency er as to its effect upon the title to any real property that may be described therein.

#### MEMORANDUM OF WIND ENERGY LEASE

This MEMORANDUM OF WIND ENERGY LEASE shall evidence that there is in existence a Wind Energy Lease ("Lease") and an option for a solar lease ("Solar Lease Option") as herein described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease.

The purpose of this Memorandum of Wind Energy Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A copy of the Lease is on file with the Landlord and Tenant at their respective addresses set forth below. In the event of any conflict between the terms hereof under the Lease, the Lease shall control.

1. Name of Document: Wind Energy Lease

2. Effective Date of Lease: Unne 14, 2018

3. Name and Address of Landlord: Alston and Marilyn Bruner

607 Avenue de Teresa Grants Pass, OR 97526 Phone: 541-226-6220

4. Name and Address of Tenant: wpd wind projects Inc.

Attn: Jeffrey Wagner c/o wpd wind projects Inc.

205 SE Spokane Street, Suite 300

Portland, OR 97202

Telephone: (503) 236-4900

Fax: (503) 296-2295

Premises. Approximately 6,075 acres of land, more or less, as more fully described in "Exhibit A" (the "Premises") attached hereto and incorporated herein. It is possible that the boundaries of fields, private roads or as-built fence lines on the Premises may not precisely match the boundaries of the Premises, and that these boundaries could create one or more encroachments onto adjacent property which could potentially entitle Landlord to claim the additional property within the boundary lines by adverse possession, thereby affecting the rights of the Landlord, Tenant and the neighboring land owners. Consequently, in the event any such boundary encroachment exists with respect to the Premises, the boundary of the Premises described in the Lease is now and shall always be recognized as that which is subject to the terms and conditions set forth therein, as it pertains to the Project, and for no other purpose. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Premises via an adverse possession claim based on physically existing boundary lines, Landlord waives: (a) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (b) any claim that the acquired property is not subject to any Lease or other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of the Lease; provided that the waiver is limited in scope and relates only to the terms and conditions in the Lease, and not for any other purpose.

6. Lease Term. The Term of the Lease shall be forty-five (45) years from the Effective Date of the Lease (or up to sixty-five (65) years upon exercise of the Tenant's Extended Term elections)(the "Lease Term"). The Lease Term shall include all renewals or extensions hereof unless the context clearly indicates to the contrary; provided, however, if the commercial operations date of the first Wind Energy Project on the Premises has not occurred on or before four (4) years from the Effective Date and if not extended up to two (2) more years as provided in the Lease, the Wind Energy Lease shall terminate and be of no further force and effect without any further action being necessary on the part of Landlord or Tenant.

If Tenant terminates the Lease as to any portion, Tenant shall promptly record a release showing the portion of property no longer subject to the Lease or shall record a termination showing the Lease is terminated in full. If Tenant fails to do so within sixty (60) days of having terminated all or any portion of the Lease, the Landlord shall be authorized on a unilateral basis to record a Notice of Release or Termination in order to clear the lease encumbrance from the Landlord's property.

- 7. Granting Clause. Landlord leases to Tenant and Tenant agrees to lease from Landlord the real Premises described on Exhibit A attached hereto and incorporated by reference (the "Premises") reserving unto Landlord the right to use the Premises for any activities which do not unreasonably interfere with Tenant's production of electricity from wind power as set forth in the Lease. Tenant may use the Premises for wind energy conversion, the collection and transmission of electric power, and other activities specifically authorized by the Lease.
- 8. Wind Energy Project. One or more integrated wind energy generating facilities that may be designed, financed, constructed and operated by Tenant on the Premises or on adjacent or nearby land (the "Wind Energy Project" or "Project(s)"). A Project may be developed, constructed, and operated in phases, both on the Premises and on other adjacent or nearby lands. A Project includes all related Tenant improvements and Project Facilities as defined in the Lease, on, over, or under the Premises.
- 9. Permitted Use of Premises. Throughout the Lease Term, Tenant shall have the sole and exclusive rights to use the Premises for the conversion of all wind resources into electrical energy and to collect and transmit such electrical energy converted from wind energy as part of the Project. Without limiting the generality of the foregoing, Tenant's rights hereunder specifically include the right to:
- 9.1. Extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Premises as Tenant deems necessary, useful or appropriate for the construction and maintenance of the Project.
- 9.2. Construct, install, erect, improve, place, replace, remove, relocate and operate any and all improvements, machinery or equipment that Tenant deems necessary in connection with the uses described above, including, without limitation, the following (collectively, the "**Project Facilities**"): (a) one or more wind turbine generators ("**WTGs**") of at least 1.5 MW nameplate capacity each, with associated towers, related fixtures, equipment and improvements, including the appurtenant support structures, towers, poles, cross-arms, braces, and guy wires constructed

on concrete foundations with a horizontal ground area no greater than 100 feet across and with blade end points a minimum height of 50 feet above the adjacent ground; (b) overhead and underground electricity collection and transmission equipment, power conditioning equipment, substations, operations and maintenance buildings interconnection facilities, switching facilities, transformers, SCADA and telecommunications equipment (only as necessary for the operation of the WTGs); and (c) roads, gates, signs, fences, meteorological towers, renewable energy measurement equipment, maintenance yards, permanent laydown areas, machinery, equipment and improvements. Tenant shall be solely responsible for maintenance of any and all roads and associated erosion control facilities, new gates, signs, cattle guards, fences and other Project Facilities constructed by Tenant.

- 9.3. Construct, install, erect, improve, place, replace, remove, relocate and operate electrical facilities of the Project(s) as provided in Section 9.2(b) above, which include cables to electrically interconnect strings of WTGs that are located underground except in the following circumstances: (1) where rock or other obstructions make such underground placement commercially impractical in the reasonable opinion of Tenant; (2) if reasonably necessary to cross steep terrain or to minimize disturbance to Conservation Reserve Program lands; or (3) along public roads.
- 9.4. Conduct marketing activities associated with the Project on the Premises including access to and access across the Premises by Tenant's invitees and tours of the Project for publicity, marketing research, or educational purposes associated with the wind development or with Tenant's business.
- 9.5. Grant access to the Premises by Tenant's transmission provider or electrical contractor for the purpose of constructing, operating, inspecting, and maintaining any meter, transmission line or other electrical device deemed necessary to a Project by the transmission provider and agreed by the transmission provider and Tenant to be installed on the Premises, without regard to whether such devices are owned by transmission provider or Tenant.
- 9.6. Undertake any other activities that Tenant determines are necessary, helpful, appropriate, convenient, or cost effective in connection with, or incidental to, the valuation, construction, operation, and ultimate decommissioning of one or more Projects including conducting tests, surveys, studies, excavations, and inspections.
- 9.7. Impact views, have other visual effects on or from the Premises, cast shadows or flickers upon the Premises or adjacent or nearby lands, or cause or emit noise, vibration, air turbulence, wake and/or electronic interference on or from the Premises (collectively "Interference"). Landlord hereby waives any claim or cause of action it may have against Tenant regarding any Interference.
- 9.8. Compliance with Law. Tenant shall at all times and at its sole expense comply in all material respects with all valid laws, ordinances, statutes, permits, orders and regulations of any governmental agency (collectively, "Laws") now or hereafter applicable to its use of the Premises, provided that Tenant shall have the right to contest the validity or applicability to the Premises or to the Project Facilities of any Law so long as Landlord is reasonably protected against any adverse impact to its interest in the Premises that could foreseeably result from such contest.

- 9.9. Quiet Enjoyment. As long as Tenant observes the terms and conditions of the Lease, it shall peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by the Lease for its entire Term without hindrance or interruption by Landlord or any other person or persons.
- 10. Mechanics Liens. Tenant shall pay when due all claims for Project labor and material furnished to the Premises, and shall not permit any mechanic's, materialmen's, contractor's, or other claims of liens (collectively "Liens") arising from any construction, maintenance, repair, or alteration of improvements by Tenant to be enforced against the Premises or any part thereof. Tenant may, however, in good faith and at Tenant's own expense, contest the validity of any asserted Lien, provided that Tenant has, at Tenant's option, bonded against the Lien pursuant to applicable law or provided Landlord with an indemnity against enforcement of the Lien in a form reasonably satisfactory to Landlord. Tenant shall give Landlord at least twenty (20) days, prior written notice of the commencement of any work on the Premises that could be the subject of a Lien, and Landlord shall have the right to record and post notices of non-responsibility for the work.

If Tenant fails to comply with the above paragraph and a Lien is enforced against the Premises as a result, Landlord shall have the right, but not the obligation, upon ten (10) business days' notice to Tenant, to pay or otherwise discharge, stay, or prevent the execution of any such Lien. Tenant shall reimburse Landlord for all sums paid by Landlord under this paragraph, together with interest thereon at the Default Rate and all of Landlord's reasonable attorney fees and costs incurred in connection with the Lien.

# 11. Landlord's Representations, Warranties and Covenants.

- 11.1. Reclassification of Premises. Landlord shall not take or consent to any action that could potentially cause a rezoning or reclassification of the Premises resulting in Tenant's use of the Premises pursuant to the Lease being: (a) nonconforming, (b) prohibited, or (c) a conditional use if Tenant's use was not a conditional use as of the Effective Date, unless Landlord has Tenant's prior written consent which Tenant may withhold in its sole discretion.
- Condition of Title. Except as expressly set forth in the Lease, Landlord makes no 11.2. representation or warranty concerning the condition of title to the Premises. However, Landlord shall request any person or entity (including without limitation Landlord or any person or entity comprising Landlord) with a lien, encumbrance, mortgage, lease or other exception to Landlord's fee title interest in the Premises, whether recorded or unrecorded, to enter into non-disturbance, subordination and other title curative agreements as requested by Tenant in its sole discretion. If Landlord and Tenant are unable to obtain such agreements from any person or entity holding an interest in the Premises, and Landlord defaults on its obligations to such holder, then Tenant shall be entitled (but not obligated) to fulfill Landlord's obligations to such holder and may offset the cost of doing so against future payments due Landlord under the Lease. Landlord also shall provide Tenant with any further assurances and shall execute or obtain from third parties any Estoppel Certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Tenant without additional compensation to Landlord. After the Effective Date, Landlord shall not create or suffer any financial lien or encumbrance against the Premises unless the holder thereof enters into a non-

disturbance or similar agreement in a form reasonably acceptable to Tenant, which protects and preserves all of Tenant's rights hereunder in the event of a foreclosure. If and to the extent mineral rights or interests in or relating to the Premises are held by any third party, Landlord shall cooperate with the Tenant in having such third party coordinate any exploration or mineral development efforts with the Tenant so as to avoid disturbance of Tenant's Project Facilities and to obtain, if possible, a non-disturbance and subordination and other title curative agreements from such third party.

- 11.3. Landlord Leases With Entities Other Than Tenant. Landlord will retain in any leases or rental agreements concerning any portion of the Premises, the exclusive right to enter into any wind energy lease so that such farm leases and agreements are subordinate to the Lease and so that Tenant may exercise all rights granted to it hereunder.
- 12. Taxes and Assessments. Tenant shall pay any increase in the real property taxes levied against the Premises directly attributable to the installation of Project Facilities on the Premises or by reason of re-characterization of the property which causes an increase in the taxes. Tenant shall not be liable for taxes attributable to facilities installed by Landlord or others on the Premises or to the underlying value of the Premises itself. Landlord and Tenant shall cooperate in an effort to have Tenant separately billed for its share of taxes; however, if such arrangement cannot be made, then Landlord shall submit the real property tax bill to Tenant within ten (10) days after Landlord receives the bill, and Tenant shall pay its share of the taxes to Landlord no later than ten (10) days prior to the date the taxes are due. If Landlord does not timely pay its share of taxes on the Premises, Tenant shall be entitled (but not obligated) to make payments in fulfillment of Landlord's tax obligations and may offset those payments against future payments due Landlord under the Lease. Landlord and Tenant shall reasonably cooperate to minimize the amount of property taxes imposed on each of them.

Tenant shall have the right to contest the legal validity or amount of any taxes payable by Tenant hereunder and may institute such proceedings as it considers necessary, at its own cost. If the contest poses a reasonable risk of loss, forfeiture, or imposition of a penalty on Landlord, then Tenant shall either pay the tax or, at Tenant's option, post a sufficient bond and provide Landlord with reasonable satisfactory indemnity against any risks.

#### 13. Condemnation.

- 13.1 Complete Taking. If at any time during the Term of the Lease any authority having the power of eminent domain shall condemn all or substantially all of the interest of Tenant hereunder or the Project Facilities for any public use or otherwise, then the interests and obligations of Tenant under the Lease shall cease and terminate upon the earliest of: (a) the date of the condemnation judgment, (b) the date that the condemning authority takes physical possession of the interest of Tenant hereunder or the Project Facilities, and (c) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Project or the Project Facilities on the Premises in a commercially viable manner. Tenant shall continue to pay all amounts payable hereunder to Landlord until the termination date.
- 13.2. Partial Taking. If at any time during the Term of the Lease any authority having the power of eminent domain shall condemn less than substantially all of the Project or the interest

of Tenant hereunder, then the interests and obligations of Tenant under the Lease as to such portion of the Project or the interest of Tenant hereunder so taken shall cease and terminate upon the earliest of: (a) the date of the condemnation judgment, (b) the date that the condemning authority takes physical possession of what is being condemned, and (c) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the portion of the Project which is being condemned in a commercially viable manner, and, unless the Lease is terminated as hereinafter provided, the Lease shall continue in full force and effect as to the remainder of the Project on the Premises which can still be operated in a commercially reasonable manner. If the remainder of the Project or the interest of Tenant hereunder, in Tenant's sole judgment, is or becomes insufficient or unsuitable for Tenant's purposes hereunder, then Tenant shall have the right to terminate the Lease in its entirety.

13.3. Apportionment; Distribution of Award. On any taking covered by Sections 13.1 or 13.2 above, all sums, including damages and interest, awarded shall be apportioned between the Landlord and Tenant according to their respective interest represented by the determination of the condemnation award. Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded to Tenant for any loss of its personal property and removable property as well as the costs of moving and relocating Tenant's business and satisfying any penalties or damages resulting from its inability to perform under any agreement for the sale of any Project output.

# 14. General Provisions.

- 14.1 Governing Law. The Lease shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without reference to the choice of law principles of such state or any other state.
- 14.2. Jurisdiction and Venue. Any action that may be instituted relating to the Lease shall be prosecuted in the Superior Court of the State of Washington in and for Benton County. Landlord and Tenant each have the right to removal to federal court of any action instituted hereunder in state court.
- 14.3. Successors and Assigns. The Lease shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.4. Relationship of Parties. The relationship of the parties hereto is solely that of landlord and tenant, and nothing contained in the Lease shall be construed to create an association, joint venture, trust or partnership between them.
- 14.5. Tenant's Right to Transfer. So long as there are no defaults in the Lease by Tenant and all payments are current, then Tenant and any Transferee (as defined below) shall have the right throughout the Term to transfer, convey, sublease or assign the Lease or any interest in the Lease or the Project Facilities to any person or entity (a "Transferee") without the consent of Landlord. A Transferee also includes any person or entity acquiring an interest in the Lease or the Project Facilities by foreclosure or a conveyance in lieu of foreclosure, and a Mortgagee as defined in the Lease. Upon receipt of written notice of any transfer under this Section 14.5 that includes contact information for the Transferee, Landlord shall thereafter provide the Transferee with

simultaneous copies of any notices of default issued to any person or entity under the Lease.

- 14.6. Counterparts. This Memorandum of Wind Energy Lease may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 15. Grant of Option for Solar Energy Lease Agreement Solar Lease Option. The Lease grants to Tenant an exclusive option to lease all or a portion of the Premises for the development of one or more solar energy generation projects on the Premises in conjunction with or separately from a wind power generation project (the "Solar Lease Option"). At any time during the Term, Tenant may exercise the Solar Lease Option (if at all) by giving written notice (the "Exercise Notice") to Landlord which shall specify (i) the portion of the Premises desired by Tenant to be potentially used for development of a solar project and (ii) the date on which the Tenant desires to commence the solar lease.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this document so that third parties might have notice of the Lease by and between Landlord and Tenant herein.

LANDLORD

TENANT:

AL & MARILYN BRUNER TRUST u/t/d wpd wind projects Inc. 08/11/2016

By:

Trustee: Alston L. Bruner

By:

Name: Jeffrey Wagner

Title: President

# LANDLORD ACKNOWLEDGEMENT

STATE OF OREGON )	
COUNTY OF <u>Josephine</u> ) ss.	
On this	
IN WITNESS WHEREOF, I have he first above written.	ereunto set my hand and official seal the day and year
OFFICIAL STAMP JENNIFER ANNE MOCK NOTARY PUBLIC-OREGON COMMISSION NO. 969338 MY COMMISSION EXPIRES DECEMBER 04, 2021	NOTARY PUBLIC in and for the State of OR, residing at
	Print Name Jennider Hone Mack
STATE OF OREGON  COUNTY OF CENTRE  SS.	
On this 5 <sup>11</sup> day of 1, 2018, before me, a Notary Public in and for the State of Oregon, personally appeared Marilyn V. Bruner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath	
stated that She was authorized to execute the instrument, and acknowledged it to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.	
IN WITNESS WHEREOF, I have he first above written.	ereunto set my hand and official seal the day and year
	Jenister and Mode
	NOTARY PUBLIC in and for the State of OR,
OFFICIAL STAMP JENNIFER ANNE MOCK NOTARY PUBLIC-ORGON	residing at Canas Pass
COMMISSION NO. 969338  NY COMMISSION EXPIRES DECEMBER 04, 2021	My appointment expires
	Print Name Sensider Anne Mock

# TENANT ACKNOWLEDGEMENT

COMMISSION NO. 952861

MY COMMISSION EXPIRES JULY 28, 2020

STATE OF OREGON

COUNTY OF MULTNOMAH ) ss.
On this 13th day of, 2018, before me, a Notary Public in and for the State of Oregon, personally appeared Jeffrey Wagner, the President of wpd wind projects Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and yea first above written.
OFFICIAL STAMP ADRIENNE M LEONARD NOTARY PUBLIC in and for the State of OR,
NOTARY PUBLIC - OREGON residing at MULTINUMAN COUNTY

My appointment expires July 28, 2020

Print Name Advienne M. Leonard

# EXHIBIT A LEGAL DESCRIPTION

# Taxlot #: R-4013-03000-00600-000

The SE1/4 NE1/4 SW1/4, the NW1/4 NE1/4 NE1/4 SW1/4 and the SW1/4 NE1/4 NE1/4 SW1/4 of Section 30, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4013-03000-00700-000

The W1/2 NE1/4 SW1/4 and SE1/4 NE1/4 SW1/4 of Section 30, Township 40 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon.

# Taxlot #: R-4013-03000-00800-000

Government Lot 4 and the SE1/4 of the SW1/4 of Section 30, Township 40 South Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4013-00000-08301-000

The SW1/4 NE1/4; the E1/2 NW1/4; Government Lot 1; and the N1/2 of the SE1/4 of Section 31, Township 40 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon, EXCEPTING THEREFROM:

A tract of Land situated in Section 31 Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point on the South line of the SE1/4 NE1/4 of said Section 31 from which point the Southeast corner of said SE1/4 NE1/4 bears South 89 degrees 28' 07" East, 1061.26 feet: thence the following courses and distances; South 18 degrees 44' 08" East 590.47 feet; South 23 degrees 04' 51" East 385.43 feet; South 20 degrees 08' 02" East, 275.85 feet; South 01 degrees 01' 00" East, 153.92 feet to a point on the North Line of Lot 7 of said Section 31; thence North 89 degrees 31' 10" West on said North Line, 663.22 feet; thence leaving said North Line on the following courses and distances: North 61 degrees 11' 14" West, 165. 10 feet; North 29 degrees 33' 57" West 284.64 feet; North 40 degrees 30' 09" West 181.16 feet; North 53 degrees 21' 02" West, 141.88 feet; North 76 degrees 48' 07" West, 611.43 feet; North 07 degrees 51' 21" West, 213.86 feet; North 24 degrees 14' 23" West 611.89 feet; North 10 degrees 03' 08" West, 254.20 feet; North 23 degrees 20' 05" West, 133.80 feet; North 10 degrees 15' 35" West, 294.26 feet; North 05 degrees 49' 53" East, 286.90 feet; North 14 degrees 52' 21" West 307.33 feet; North 81 degrees 42' 04" East, 246.78 feet; South 41 degrees 01' 39" East, 209.85 feet; South 57 degrees, 28' 17" East, 1075.61 feet; South 50 degrees 45' 53" East 327.70 feet to a point on the West Line of said SE1/4 NE1/4; thence South 00 degrees 57' 48" East on said West Line 472.33 feet to the Southwest corner of said SE 1/4 NE 1/4; thence South 89 degrees 28' 07" East on the South Line of said SE1/4 NE1/4, 266.02 feet to the point of beginning. (1988 Pope)

#### Taxlot #: R-4013-00000-08700-000

The NW1/4 SE1/4 and the S1/2 SE1/4 of Section 32 Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4013-00000-08900-000

The SW1/4 SW1/4 and beginning at a point at the Northwest corner of the SE1/4 SW1/4; thence diagonally Southeasterly to the Southeast corner of the SE1/4 SW1/4; thence Westerly along the South boundary of the SE1/4 SW1/4 to the Southwest comer of tile SE1/4 SW1/4; thence Northerly along the West boundary of tile SE1/4 SW1/4 to the point of beginning, in Section 33, Township 40 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-00500-000

The SE 1/4 NE1/4 of Section 2. Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-00700-000

Government Lot 2 in Section 2, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-00900-000

The SW1/4 NE1/4; Government Lot 4; the S1/2 NW1/4; and the S1/2 of Section 2. Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-01000-000

All of Section 3, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-01100-000

Government Lots 1, 2 and 3; the S1/2 NE1/4; the SE1/4 NW1/4; and the SE1/4 of Section 4, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-01200-000

Government Lot 4; the SW1/4 NW1/4; and the SW1/4 of Section 4, Township 41 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon.

# *Taxlot* #: *R-4113-00000-01300-000*

Government Lots 1, 2, and 3; the S1/2 NE1/4; the SE1/4 NW1/4 and the N1/2 SE1/4 of Section 5 Township 41 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon.

#### Taxlot #: R-4113-00000-01700-000

The E1/2 NE1/4 of Section 8, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-01800-000

The W1/2 NW1/4 of Section 9, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-01900-000

The NE1/4; the E1/2 W1/2; and the S1/2 SE1/4 of Section 9 Township 41 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon.

# Taxlot #: R-4113-00000-02000-000

The N1/2 SE1/4 of Section 9, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-02100-000

The N1/2; and the SW1/4 of Section 10, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# *Taxlot #: R-4113-00000-02200-000*

The SE1/4 of Section 10, Township 41 South, Range 13 East of the Willamette Meridian Klamath County, Oregon,

# Taxlot #: R-4113-00000-02300-000

All of Section 11, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-02400-000

The W1/2 of W1/2 of Section 12, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-02900-000

The W1/2 NWl/4; the NWl/4 SW1/4 of Section 13, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-03001-000

The SW1/4 SW1/4 of Section 13, Township 41 South, Range 13 East of the Willamette Meridian. Klamath County, Oregon.

#### Taxlot #: R-4113-00000-03100-000

The NE1/4 NW1/4 of Section 14, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-03200-000

The NE1/4; the NW1/4 NW1/4; the S1/2 NW1/4; and the S1/2 of Section 14, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-03300-000

Beginning at a point on the Northwest corner of SE1/4 SE1/4; thence Easterly along the North Boundary of SE1/4 SE1/4 to the Northeast corner of SE1/4 SE1/4; thence Southerly to the Southeast corner of SE1/4 SE1/4; thence Diagonally Northwesterly to the point of beginning; Section 15, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# *Taxlot* #: *R-4113-00000-03700-000*

The NE1/4; the E1/2 NW1/4; the N1/2 SE1/4 of Section 15, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

#### Taxlot #: R-4113-00000-03800-000

The W1/2 NW1/4; the NE1/4 SW1/4 and beginning at a point at the Northwesterly corner of the NW1/4 SW1/4; thence Easterly along the North boundary of the SW1/4 SW1/4 to the Northeast corner of the NW 1/4 SW1/4; thence Southerly to the Southeast corner of the NW 1/4 SW1/4; thence diagonally Northwesterly to the point of beginning of Section 15, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

# Taxlot #: R-4113-00000-03900-000

Government Lot 1; and beginning at the Northwest corner of SE1/4 NE1/4; thence Easterly along the North boundary of the SE1/4 NE1/4 to the Northeast corner of the SE1/4 NE1/4; thence Southerly to the Southeast corner of the SE1/4 NE1/4; thence diagonally Northwesterly to the point of beginning. Also beginning at a point at the Northwest corner of the NW1/4 NE1/4; thence Easterly along the North boundary of the NW1/4 NE1/4; to the Northeast Corner of the NW1/4 NE1/4; thence Southerly to the Southeast corner of the NW1/4 NE1/4; thence diagonally Northwesterly to the point of beginning, Section 16, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.