

445806-AM

2021-010638

Klamath County, Oregon

07/08/2021 12:07:00 PM

Fee: \$162.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

Owen Hamel Trust

18181 Chin RD

Klamath Falls OR 97603

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Shared Well Agreement

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Caledonia Properties

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Owen Hamel Trust

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ 0.00

☐ Other

5) SEND TAX STATEMENTS TO:

no change

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL

(If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$

8) If this instrument is being Re-Recorded, complete the following statement, in

accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____ TO CORRECT _____"

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

Swan Lake Junction Shared Well Assignment

Owen Hamel Trust FBO Howard Hamel, Ray & Ruthmarie Hamel (Buyers) assume and accept the terms of the Swan Lake Shared Well from Caledonia Properties LLC (Seller). The shared portion is 12.40% and is equivalent to 64.6 acres. This well is Acct 40969041-0017 with Pacific Power. Meter No 78518097.

Owen Hamel Trust FBO

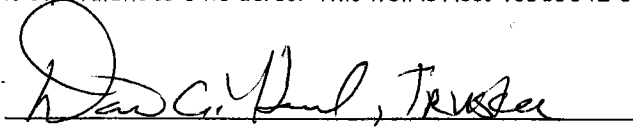
Howard Hamel, Ray & Ruthmarie Hamel

A handwritten signature in black ink, appearing to read "Michael Sheel", is written over a horizontal line.

Caledonia Properties LLC

Swan Lake Junction Shared Well Assignment

Owen Hamel Trust FBO Howard Hamel, Ray & Ruthmarie Hamel (Buyers) assume and accept the terms of the Swan Lake Shared Well from Caledonia Properties LLC (Seller). The shared portion is 12.40% and is equivalent to 64.6 acres. This well is Acct 40969041-0017 with Pacific Power. Meter No 78518097.

A handwritten signature in black ink, appearing to read "Owen Hamel Trust FBO", is written over a horizontal line.

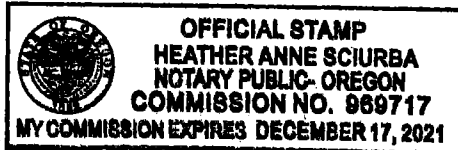
Owen Hamel Trust FBO

Howard Hamel, Ray & Ruthmarie Hamel

Caledonia Properties LLC

State of Oregon } ss
County of Klamath }

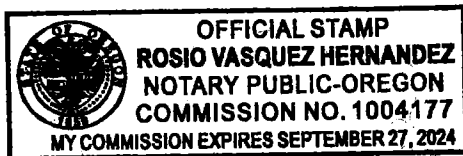
On this 7 day of July, 2021, before me, Heather Sciumba, a Notary Public in and for said state, personally appeared David A. Hamel, Trustee of the ~~Owen~~ ^{Est} Owen Hamel Trust FBO Ray/Ruthmarie Hamel and Howard Hamel known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Heather Sciumba
Notary Public for the State of Oregon
Residing at: Klamath Falls, OR
Commission Expires: Dec 17 2021

State of Oregon } ss
County of Klamath }

On this 7 day of July 2021, before me, Rosio V. Hernandez, a Notary Public in and for said state, personally appeared Mark Campbell, Managing Member of Caledonia Properties, LLC known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rosio V. Hernandez
Notary Public for the State of Oregon
Residing at: Klamath Falls OR
Commission Expires: Sept 27, 2024

December 9, 2020

Caldonia Properties

Pete Nevin
17017 Highway 140 E
Dalry, OR 97625

2020 Statement

Swan Lake Well Cost Share

Nevin Share	44.70%	233.6 Acres
Venable Share	42.90%	223.9 Acres
Caldonia Share	12.40%	64.6 Acres

Pacific Power

Acct. 40969041-0017
100 HP Meter No. 78518097

Billing Dates

April 24, 2020	\$	572.43
May 21, 2020	\$	2,004.03
June 26, 2020	\$	4,128.09
July 21, 2020	\$	4,816.17
Aug. 20, 2020	\$	4,552.97
Sept. 28, 2020	\$	5,437.75
Oct. 27, 2020	\$	2,511.55
Nov. 20, 2020	\$	1,339.55

Totals \$25,362.54

Flow Meter Replacement \$724.60

Labor For Flow Meter Replacement \$237.50

2020 Oil Usage 25 gals @ \$8 \$200.00

Totals \$26,524.64

Nevin Share @44.7% \$ 11,856.51

Venable Share @42.9% \$ 11,379.07

Caledonia Share @12.4% \$ 3,289.06

Total - Caldonia \$ 3,289.06

KLAM 58848

WELL I.D. # 1

File # U-319, Permit U-343

Well # 8: Swan Lake Junction Well

(1) LAND OWNER _____ Well Number 8
 Name Lloyd L. & L.W. Hankins
 Address Hankins Farms, Inc
 City Bonanza State OR Zip _____

(2) TYPE OF WORK _____
☒ New Well ☐ Deepening ☐ Alteration (repair/recondition) ☐ Abandonment

(3) DRILL METHOD:
☐ Rotary Air ☐ Rotary Mud ☐ Cable ☐ Auger
☐ Other _____

(4) PROPOSED USE:
☐ Domestic ☐ Community ☐ Industrial ☒ Irrigation
☐ Thermal ☐ Injection ☐ Livestock ☐ Other _____

(5) BORE HOLE CONSTRUCTION:
Special Construction approval ☐ Yes ☐ No Depth of Completed Well 349 ft.
Explosives used ☐ Yes ☐ No Type _____ Amount _____

[illegible]

How was seal placed: Method ☐ A ☐ B ☐ C ☐ D ☐ E
☐ Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:							
	Diameter	From	To	Gauge Steel	Plastic	Welded	Threaded
Casing:	18 in			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liners:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Drive Shoe used ☐ Inside ☐ Outside ☐ None
Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

☐ Perforations Method _____

☐ Screen Type _____ Material _____

From	To	Slot size	Number	Diameter	Telo/pipe size	Casing	Line
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

(5) WELL TESTS: Minimum testing time is 1 hour

<input type="checkbox"/> Pump Yield gal/min	<input type="checkbox"/> Baller Drawdown	<input type="checkbox"/> Air Drill stem at	<input type="checkbox"/> Flowing Artesian Time 1 hr.
2700	0.75 ft		2

Temperature of water _____ Depth Artesian Flow Found _____
Was a water analysis done? ☐ Yes By whom _____
Did any strata contain water not suitable for intended use? ☐ Too little
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County Klamath Latitude _____ Longitude _____
Township 38 S N of 9 Range 10 E 8 of W. WM.
Section 23 SW 1/4 of NE 1/4
Tax Lot _____ Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) Swan Lake Road

(10) STATIC WATER LEVEL: 118 ft. below land surface. Date 04/16/1960
Artesian pressure _____ lb. per square inch Date _____

(II) WATER BEARING ZONES:

Depth at which water was first found _____

From	To	Estimated Flow Rate	SWI

(12) WELL LOG: _____
Ground Elevation _____

[illegible]

Date started 1960 Completed 1960

SOURCE OF DATA/INFO _____

Water Right File U-319

COMPILED BY: Gerald H. GRONDIN

DATE: 6 August 2014

KLAM 58848

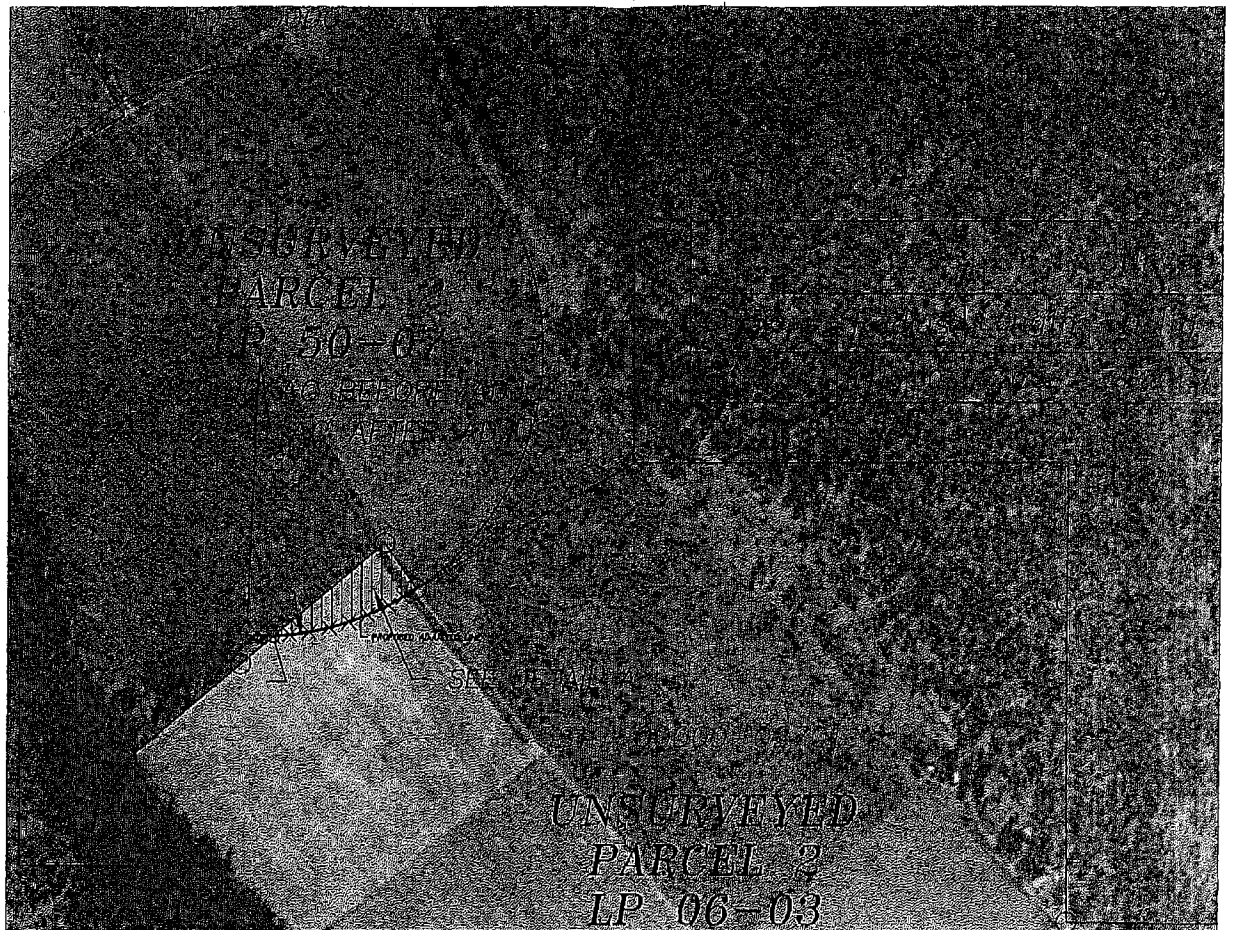
WELLS AND PUMPS FOR PROJECT NO. 1

PERMIT U-343

PERMIT TO APPROPRIATE THE UNDERGROUND WATERS

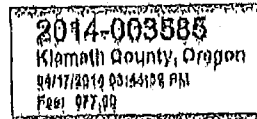
OF THE STATE OF OREGON

	7	3	6	12	This Well
Well No.					8
Name of Well	Liskey	Lone Rock	Hamaker	Mitchell	Swan Lake Junction
Dia of Well, In.	16	18			18
Depth of Well, Ft.	276	224	250	276	249
Yield Per Test, GPM	2400	2968	3100	3000	2700
Yield with Present Equip., GPM	2400	2968	3100	3000	2700
Type of Pump	Elect	Elect	Elect	Elect	Elect
H.P. of Pump	75	100	100	100	100
Water Level Below Ground, Ft.	80	94	100	100	118
Manufacturer of Pump	U.S.	Peerless	Johnson	Peerless	Peerless



#30
After recording return to:

Pete Alan Nevin and Malinda A. Nevin
17037 Highway 133R
Klamath Falls, OR 97603



WELL AGREEMENT, GRANT OF EASEMENTS

I. Parties and Effective Date

THIS AGREEMENT is made by and between the following parties:
1. JOHN M. VENABLE, herein referred to as "Venable,"
2. PENNY LIA LASSETT AND PATRICIA ANN VENABLE, AS SUCCESSOR TRUSTEES UNDER DECLARATION OF TRUST DATED JULY 27, 1982, herein referred to as "NFT," which is an intended reference to this Trust as the Nevin family trust.
3. PETE ALAN NEVIN and MALINDA A. NEVIN, herein referred to as "Nevin."

The effective date of this agreement is February 8, 2014.

II. Recitals and Definitions

-Venable is fee simple owner of the real estate herein referred to as "Venable Parcel," and is more particularly described in Exhibit "A" attached hereto as Venable Parcel.
-Venable Benefitted Acres is 223.9.
-NFT is fee simple owner of the real estate herein referred to as "NFT Parcel" and is more particularly described in Exhibit "A" attached hereto as NFT Parcel.
-NFT Benefitted Acres is 64.6.
-Nevin is fee simple owner of the real estate herein referred to as "Nevin Parcel" and is more particularly described in Exhibit "A" attached hereto as "Nevin Parcel."
-Nevin Benefitted Acres is 233.6.
-Proportions and Pro-rated Basis shall be that owner of Venable Parcel is responsible for 42.9%, owner of NFT Parcel is responsible for 12.4% and owner of Nevin Parcel 44.7% of costs.
-Swan Lake Junction Well is that irrigation well presently located on Nevin Parcel in Section 23, said well being referred to by the same name in Oregon Water Resources Department (OWRD) filings, permits, and certificates, and is not to be confused with Deer Ridge Well, which is located to the east of Swan Lake Well.
-Swan Lake Junction Well is located at and near well common facilities, including casing, pump, and electrical panels, herein referred to as "Well Facilities."
-Exhibit "B" is a sketch of the facilities and anticipated delivery systems.
-The parties have been operating under oral agreements which provide for delivery of irrigation water from Swan Lake Junction Well to benefit the Parcels.
-The parties are in process of transferring water rights among benefitted parcels and sources of wells to result in the allocation of acres benefitted from Swan Lake Junction Well to equal the above Benefitted Acres to each party's Parcels.
-Swan Lake Junction Well and many Well Facilities are in excess of 80 years old and the parties have had the opportunity to conduct their own investigation of the condition of these, prior to signing this agreement. They have also been

receiving the benefit of the Well and Well Facilities and are familiar with the apparent condition and operability.

-Swan Lake Junction Well outflow presently has installed thereon a pressure pump and related facilities owned by Nevin and benefitting solely Nevin's Parcel.

-Surface water delivery presently includes open ditch to common property line into a drain ditch located on the boundary of NFT and Nevin property. The function of said drain ditch includes water delivery to Venable Parcel and to NFT Parcel. Said drainage ditch is referred to herein as "Common Drain."

-NFT has located pump in Common Drain for irrigation of NFT Parcel and Venable receives water deliveries at the southern end of Venable Parcel.

-"Common Costs" shall include maintenance, repair, bills, and item replacement including electricity costs, common pump oil, insurance premiums for electricity or lightning damage, and other reasonable expenses as determined by the person paying for such items. Common Costs include maintenance of said Well, Well Facilities, and delivery system through Nevin Parcel.

-This agreement defines the easements, burdens, benefits and obligations of the parties.

III. Agreements and Grants.

The following is declared and agreed to be restrictions, benefits, burdens and agreements to run with the title to Venable Parcel, NFT Parcel, and Nevin Parcel, and to run with the land, as a benefit to all three Parcels and burden to NFT Parcel and to Nevin Parcel:

A. **Grant Which Burdens Nevin; Benefits All Parties.** Nevin hereby grants to NFT and Venable a non exclusive easement on and across Nevin Parcel for the existing well, locations of Well Facilities and for delivery of water as presently located on Nevin Parcel. Such delivery from Well Facilities to Common Drain is presently by open ditch. Nevin may replace and relocate such open ditch with low pressure pipe, and NFT and Venable shall cooperate and contribute to pipes, structures or valves associated with delivery to pump and sump located in Common Drain.

B. **Grant Which Burdens Nevin and NFT; Benefits All Parties.** Nevin and NFT grant to Venable a non exclusive easement in Common Drain for water delivery to Venable Parcel.

C. **Sharing Pro rata Common Costs.** Each party shall be responsible for maintenance of their respective pumps, utilities and water delivery lines, where such delivery is unique to each party's respective Parcels. The parties agree to share on Pro rated Basis the costs of all common maintenance, replacement, and costs, WITH THE EXCEPTION damages, replacement or maintenance which is caused by a actions of a Party, a Party's agents, contractors or employees, in which case such costs shall be borne solely by the Party causing damage.

Initially, Nevins shall provide items of Common Costs and inform the others. Upon presentment of statement from person providing such costs, the parties receiving statements shall promptly pay such person the Pro rated amounts, and in any event within 30 days of presentment of statement of costs.

Presentment of statement of costs may be by hand delivery, US Postal Service delivery, email delivery, or fax delivery.

In the event that water transfers requested with the OWRD result in different Benefitted Acres than above set forth, the Parties agree to adjust the Prorated Basis to so reflect such actual acres in completed transfers, as regards Swan Lake Junction Well.

D. **Uses Limited.** It is agreed each party may use easements granted herein solely for delivery of water and shall be limited to purposes as described and allowed by Oregon Water Resources Department for Swan Lake Junction Well water, and no Party may use Well, the delivery system and water delivered for any other purpose, without first obtaining written permission of the other parties.

E. **Advance Communications and Operations.** The Parties shall communicate regularly regarding the operation of the irrigation system and their respective needs, and shall communicate to the others, whenever possible, in advance of irrigation needs and use, and of maintenance requirements and schedules. The Parties agree that the owner of Nevin Parcel shall have initial primary responsibility of operating the pump and overseeing repairs, maintenance, and operations. The Parties shall promptly reimburse owners of Nevin Parcel, and others who provide, for electricity, oil and any other common costs on the Prorated Basis. In the event that common maintenance is conducted or desired by owners of NFT or Venable Parcels, then attempts to communicate with owner of Nevin Parcel shall be made in advance of such operations, repairs, maintenance or otherwise. Except as to maintenance, replacement or repair which is caused by actions of one party as set forth in "C." above, no Party shall be responsible to the others for damages caused by actions or failure to act as regards the rights and duties herein, with the exception if such damages are caused by gross negligence. For purposes herein, "gross negligence" is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

F. **Non Prorated Costs.** The Parties agree that individual Parties shall be responsible for repairs and costs that were caused by their individual actions, as above set forth. In addition, in the event that pumping is utilized for only one or two of the parties for a period of one week or longer, electricity costs associated with such pumping shall be paid for by such Party or Parties using the well. This provision is an agreement to modify Prorata provisions to more fairly apply to land idling on portion or all of any Party's property, or for irrigation outside the irrigation season utilized by the other Parties, or for other reasons.

G. **Shortage.** The Parties understand that there may be times of shortage of water. They agree to cooperate in such event and give deference to extraordinary need such as frost protection or otherwise. In the event of disputes in the event of water shortage, they may appoint the Water Master or other appropriate person to make allocations, taking into account needs, actual use, rate and duty of water rights and other factors.

H. **Reserve Fund for Capital Well Costs.** The parties shall contribute \$5.00 per benefitted acre for the years 2014, 2015 and 2016, to be reduced to \$2.00

per benefited acre by following years to reserve fund. Such reserve fund may be accessed in the event of major well, pump or casing maintenance or repair is required. Such fund shall be coordinated and established by Nevin, with procedures reasonable to protect said fund from possible creditors or third parties, while allowing access for such anticipated major costs. The account shall be accessible by any of the parties, providing that any withdrawal will require consent of at least 2 of the parties, with the requirement that signatures for withdrawals shall be by signatures of at least 2 of the parties hereto. For instance, any check written or funds withdrawn shall require signatures and authority of 2 of the 3 parties hereto. Each party, shall designate a person for such signature. The parties shall cease such \$2,00 contribution when the funds in said reserve fund shall reach a total of \$20,000. With mutual consent, parties may agree to modify annual contributions and limits to such fund.

I. **Improvements to the System.** The Parties agree to meet and discuss cooperation on projects which could improve the delivery of water, such as storage, replacement of capital items and otherwise. Such improvements may require amendment to this Agreement to accurately reflect contributions of the parties.

J. **Arbitration.** In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and those two arbitrators choose a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties. The parties may also agree on other procedures for such arbitration.

K. **Successors Bound; Runs with the Land.** This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, personal representatives, successors in interest and assigns as well. The grants burden the land and benefits the land as herein set forth, and runs with the land.

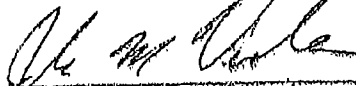
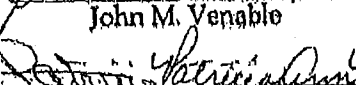
L. **Attorney Representation and Provision.** It is recited that Richard Faircl, attorney, has prepared the initial draft of this document at the direction of the Parties. Richard Faircl represents Nevin and does not represent the other parties. NFI and Venable have been advised to obtain their own attorney or other advice prior to signing this agreement and have had opportunity to do so. This document shall not be interpreted to favor any person by reason of such representation and preparation of the draft document.

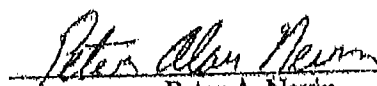

If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.


M. **Changes Require All Parties.** Withdrawal of the rights and obligations of the respective parties or the inclusion of additional premises shall be effective only upon written consent of all parties to this Agreement and upon such terms that are mutually agreeable.

N. Captions, Captions are for convenience and are not substantive of the meaning of any provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this as below stated.


John M. Venable

Patricia Ann Venable, As Successor Trustee
Under Declaration of Trust, Dated July
27, 1982.



Peter A. Nevin

Malinda B. Nevin


Penny Lea Lassett, As Successor Trustee
Under Declaration of Trust, Dated July
27, 1982.

STATE OF OREGON, County of (Klamath) ss.

Personally appeared before me this 9 day of April, 2014, the above named John M. Venable, and acknowledged the foregoing instrument to be his voluntary act and deed.

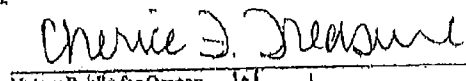



Notary Public for Oregon
My Commission expires: 2/5/2015

STATE OF OREGON, County of (Klamath) ss.

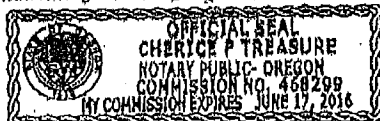
Personally appeared before me this 27 day of March, 2014, the above named Peter A. Nevin, and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for Oregon
My Commission expires: 6/17/2016

STATE OF OREGON, County of (Klamath) ss.

Personally appeared before me this 27 day of March, 2014, the above named Malinda B. Nevin, and acknowledged the foregoing instrument to be her voluntary act and deed.

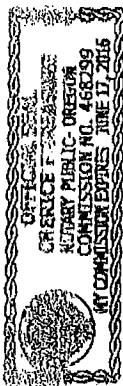



Notary Public for Oregon
My Commission expires: 6/17/2016

STATE OF OREGON, County of (Klamath) ss.

Personally appeared before me this 9 day of April, 2014, the above named Patricia Ann Venable, who stated that she is Successor Trustee Under the Declaration of Trust, Dated July 27, 1982, and acknowledged the foregoing instrument to be her voluntary act and deed.


Notary Public for Oregon
My Commission expires: 6/17/2016



WELL AGREEMENT

Page 5 of 6

STATE OF OREGON, County of Clatsop ss.

Personally appeared before me this 9 day of April, 2014, the above named Penny Ann ^{Lea} Russell, who stated that she is Successor Trustee Under the Declaration of Trust, Dated July 27, 1982, and acknowledged this foregoing instrument to be her voluntary act and deed.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 10/17/2016

Legal Descriptions, all Located in Klamath County, Oregon

Verbal Parcel Legal Description:
Parcel 1 of Land Partition 50-07, said Land Partition being a Replat of Parcel 1 of Land Partition 65-94, situated in Sections 11, 12, 13, 23, and 24, Township 38 South, Range 10 East of the Willamette Meridian, and in Sections 18 and 19, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Verbal Parcel Legal Description:
Parcels 2 and 3 of Land Partition 40-07, said Land Partition being a Replat of Parcel 1 of Land Partition 65-94, situated in Sections 11, 12, 13, 23, and 24, Township 38 South, Range 10 East of the Willamette Meridian, and in Sections 18 and 19, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Verbal Parcel Legal Description:

PARCEL A:

Parcel 2 of Land Partition 6-03 situated in Section 24, Township 38 South, Range 10 East of the Willamette Meridian, and the S 1/2 of Section 30, N 1/2 of Section 31 of Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL B:

Parcel 2 of Land Partition 62-07, being a re-plat of Parcel 2 of "Minor Land Partition 81-144" situated in the following Sections: SW 1/4 of 13, E 1/2 of 14, E 1/2 of 23, W 1/2 of 24, W 1/2 of 25 and NE 1/4 of 26, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

DEPOSITION & WALL Examined

Exhibit A
Page 1 of 1

EXHIBIT "A"

Unrecorded Parcel 2 of unsurveyed Land Partition 50-07, being a replat of "Land Partition 65-94" situated in sections 11, 12, 13, 14, 23, and 24, Township 38 South, Range 10 East Willamette Meridian and in Sections 18 and 19, Township 38 South, Range 11 ½ East Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

A Parcel of land being Parcel 2 of Land Partition 50-07, as recorded at the Klamath County Clerk's office; said Parcel situated in Sections 13, 14, 23 and 24 of Township 38 South, Range 10 East of the Willamette Meridian. Being more particularly described as follows:

Beginning at the Initial Point, as shown on said Land Partition 50-07, thence North 00°00'00" East, 1320.00 feet; thence South 89°50'59" West, 660.00 feet to the West line of said section 24; thence along said West line, North 00°00'00" East, 1801.48 feet; thence leaving said West line, North 22°10'47" West, 451.44 feet; thence North 28°09'31" West, 978.72 feet; thence North 59°24'05" East, 1337.44 feet; thence North 30°24'06" West, 2753.49 feet; thence North 00°08'43" West, 1177.76 feet to a line established by Land Partition 65-94, as filed at the Klamath County Clerk's Office; thence North 89°41'23" East, 2254.4 feet more or less; thence South 00°35'14" West, 2000 feet more or less, to the SW1/16 of said Section 13; thence North 90°00'00" East, 1320 feet more or less, to the CS1/16 corner of Said Section 13; thence South 00°35'14" West, 1320 feet more or less, to the 1/4 corner between said Sections 13 and 14; thence along the south line of said Section 13, North 90°00'00" East, 434 feet more or less; thence leaving said south line, South 00°00'00" East, 1989 feet more or less; thence South 60°16'08" West, 1263.30 feet; thence North 35°15'13" West, 278.40 feet; thence South 49°57'56" West, 945.70 feet; thence South 50°32'06" West, 745.27 feet; thence South 38°27'05" East, 611.58 feet; thence South 40°51'11" East, 509.84 feet; thence South 39°20'31" East, 673.59 feet; thence South 32°43'15" East, 553.75 feet; thence South 89°50'59" West, 1319.93 feet to the point of beginning.

TOGETHER WITH the following described property:

A Tract of land being situated in the NW1/4 and the SW1/4 of Section 24, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Said Tract being a portion of Unsurveyed Parcel 2 of Land Partition 6-03 as recorded at the Klamath County Clerk's Office. being more particularly described as follows:

Commencing at the most Northwesterly corner of said Parcel 2, thence along the Northerly line of said Parcel 2, North 50°32'06" East, 745.27 feet; thence continuing along said Northerly line, North 49°57'56" East, 213.85 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northerly line, North 49°57'56" East, 731.85 feet to an angle point in said Northerly line; thence along said Northerly line, South 35°15'13" East, 278.40 feet to an angle point in said Northerly line; thence leaving said Northerly line of said Parcel 2, along the arc of a 1410.00 foot radius curve to the right through a central angle of 31°18'45" (the long chord of which bears South 71°20'44" West, 761.02 feet) and arc distance of 770.58 feet to the point of beginning.

EXCEPTING THEREFROM the following described Property:

A Tract of land being situated in the NW1/4 and the SW1/4 of Section 24, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Said Tract being a portion of Unsurveyed Parcel 2 of Land Partition 50-07 as recorded at the Klamath County Clerk's Office. Being more particularly described as follows:

Beginning at the most Southeasterly corner of said Parcel 2, thence along the Southerly line of said Parcel 2, South 60°16'08" West, 1263.30 feet; thence leaving said Southerly line, North 54°44'47" East, 1343.37 feet to the Easterly line of said Parcel 2; thence along said Easterly line, South 00°00'00" East, 148.88 feet to the point of beginning.

Basis of bearings per Land Partition 50-07.