

After Recording Return To:

Carollo Law Group LLC
630 SE Jackson St., Suite 1
Roseburg, Oregon 97470

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 24th day of JAN., 2022 (the "Effective Date"), by and between **Michael S. Mountanos Living Trust DTD 1-9-1998** (referred to as "Mountanos") and **Wilks Ranch Texas, LTD.**, a Texas limited partnership (referred to as "Wilks") (collectively, the "Parties").

RECITALS

A. Mountanos purchased from Wilks fee title to the following described property located in Klamath County, Oregon (referred to as "Mountanos Property"):

1. Parcel 1 of Land Partition 51-21 being situated in the Northwest ¼ and the Northeast ¼ of Section 6, Township 36 South, Range 14 East of the Willamette Meridian and in Section 31, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, as filed at the office of the Klamath County Clerk.

2. Parcel 2 of Land Partition 32-04 being situated in the E ½ E ½ of Section 2 and 1, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, Sections 6 and 7, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon and Sections 30 and 31, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

B. Wilks maintains ownership of real property that borders the Mountanos Property, on the north, east, and south sides of the Mountanos Property, including the following described properties (referred to as the "Wilks Properties"):

1. Parcel 2 of Land Partition 51-21 being situated in Sections 30 and 31, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

2. Tax Lot 2000 in Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, including:

Section 19: S1/2 SE1/4
Section 20: NW1/4, SW1/4, W1/2 SE1/4, W1/2 NE1/4
Section 28: W1/2 SW1/4
Section 29: All
Section 30: E1/2, EXCEPTING THEREFROM that portion

of Land Partition 32-04 lying in Section 30.
Section 32: W1/2, W1/2 E1/2

3. Section 18, including Government Lots 1, 2, 3, and 4, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

4. Section 13, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

C. Mountanos and Wilks each need and desire easements from one another in order to be able to access, use, maintain, and/or repair or replace certain points of diversion, ditches or canals, and roads associated with the following water rights that are now shared by the Parties (the "Shared Water Rights"):

1. Water Right Certificate No. 7349
2. Water Right Certificate No. 9985
3. Water Right Certificate No. 9992

D. The purpose of this Agreement is for Mountanos and Wilks to reciprocally grant to one another the easements necessary for each of them to be able to fully use and enjoy the Shared Water Rights consistent with their respective partial interests in the same.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Easement A.** Wilks hereby grants and conveys to Mountanos, for the benefit of the Mountanos Property, a permanent, non-exclusive easement, variable in width, for use, maintenance, repair, improvement, and replacement of an existing point of diversion, canal, and associated unimproved road that follows the course of the canal, over and across a portion of the Wilks Properties as described and shown on Exhibit A. The centerline of the easement is described in Exhibit A, pages 1 and 3. The centerline of the easement and location of the point of diversion are depicted in Exhibit A, page 2. The sole purpose of this easement (referred to as "Easement A") is for Mountanos to have the access and rights necessary to use the Shared Water Rights. The portion of the Wilks Properties shown on Exhibit A, page 2 is the servient estate of Easement A.

2. **Easement B.** Wilks hereby grants and conveys to Mountanos, for the benefit of the Mountanos Property, a permanent, non-exclusive easement, variable in width, for use, maintenance, repair, improvement, and replacement of an existing point of diversion, canal, and associated unimproved road that follows the course of the canal, over and across a portion of the Wilks Properties as described and shown on Exhibit B. The centerline of the easement is described in Exhibit B, pages 1 and 3. The centerline of the easement and location of the point of diversion are depicted in Exhibit B, page 2. The sole purpose of this easement (referred to as

“Easement B”) is for Mountanos to have the access and rights necessary to use the Shared Water Rights. The portion of the Wilks Properties shown on Exhibit B, page 2 is the servient estate of Easement B.

3. **Easement C.** Mountanos hereby grants and conveys to Wilks, for the benefit of the Wilks Property, a permanent, non-exclusive easement, variable in width, for use, maintenance, repair, improvement, and replacement of existing points of diversion, a canal, and an associated unimproved road that follows the course of the canal, over and across a portion of the Mountanos Property as described and shown on Exhibit C. The centerline of the easement is described in Exhibit C, pages 1 and 3. The centerline of the easement and location of the points of diversion are depicted in Exhibit C, page 2. One of two points of diversion depicted on Exhibit C, page 2, referred to as “Point of Diversion Voght Property,” is located on property not owned by Mountanos and, as such, while one of the purposes of this easement is to facilitate Wilks’ access to the Voght point of diversion, this Agreement cannot, and does not, grant or create an easement on the Voght Property. The sole purpose of this easement (referred to as “Easement C”) is for Wilks to have the access and rights necessary to use the Shared Water Rights. The portion of the Mountanos Property shown on Exhibit C, page 2 is the servient estate of Easement C.

4. **Additional Easements.** If it is later discovered that additional easements are reasonably necessary in order for the Parties to use and enjoy their respective interests in the Shared Water Rights, or other waters rights now held by the Parties, the Parties agree to make good faith efforts to create or grant such other easements reasonably necessary to fulfill the purpose and intent of this Agreement.

5. **Use of Easements; Notice of Entry.** The Parties shall only use Easement A, Easement B, Easement C, and any easement created or granted under Section 4 (referred to collectively as the “Easements”) for the purpose of using the Shared Water Rights, consistent with Recital D and Sections 1-3, above, and for no other purposes. Prior to either of the Parties entering the property of the other party, the entering party shall at least provide advance phone call notice to the other party or the party’s designated representative. The Parties mutually and reciprocally covenant to one another that, in the exercise of the Easements and rights under this Agreement, the Parties shall (i) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto; (ii) use reasonable efforts to minimize interference with the access to and the operation, occupation and use of the servient properties; (iii) use reasonable efforts to not disturb or damage any improvements located on the servient properties; (iv) promptly repair any damage to a servient estate property resulting from the party’s use of a servient property; and (v) keep the servient properties free and clear of all liens, charges, and other monetary encumbrances arising out of the party’s use of the servient property.

6. **Variable Width of Easement.** The variable width of the Easements constitutes an acknowledgment by the Parties that the width of canals and the proximity of canal-line roads to canals are variable in width. Notwithstanding that variability, the width of the Easements shall be interpreted and construed by the Parties to be only as wide as essential and necessary for the Easements’ reasonable and proper enjoyment. In general, the Easements shall be construed

to be no wider than forty (40) feet in width in any given location, except in instances when a larger width is essential to permit reasonable and proper enjoyment of the Easements for their intended purpose.

7. **Maintenance, Repair or Reconstruction of Easements.** The parties shall bear equal financial responsibility for the maintenance, repair, and/or reconstruction of the points of diversion and canals covered by the Easements that is appropriate and necessary to maintain the same in their existing functional and operational condition. Roads covered by the Easements shall be maintained exclusively by the servient estate holder, subject to the Parties' liability for any damage they cause, other than ordinary wear and tear, due to misuse of the roads on servient estate properties under Section 4. No maintenance, repair, or reconstruction of the Easements will be initiated by the dominant estate holder without first providing seven (7) days advance written notice of the intended work to the servient estate holder, except in the case of emergency. In the event that emergency maintenance or repairs are reasonably warranted and necessary, the dominant estate holder will attempt to contact and reach a representative of the servient estate holder by telephone prior to, or immediately following, the commencement of the work.

8. **Improvement of Easements.** The dominant estate holder shall have no right to make any material improvements on the servient estate to points of diversion, canals, or roads covered by the Easements without the written consent of the servient estate holder, with such consent being at the sole discretion of the servient estate holder. For example, but without limitation, the dominant estate holder shall have no right to widen, rock, or pave any unimproved road covered by the Easements without the written consent of the servient estate holder. This provision shall not be interpreted as a limit or restriction on the servient estate holder's rights to improve, at their sole discretion, the points of diversion, canals, or roads covered by the Easements, so long as such improvements do not materially and substantially interfere with the dominant estate holders' use and enjoyment of the Easements.

9. **Use of Shared Water Rights.** The Parties shall only divert and use the amount of water allowed under the Parties' interests in the respective water right certificates comprising the Shared Water Rights, as limited by the applicable laws, regulations, and principles of Oregon water law. Where control of headgates or other diversion mechanisms are necessary to divert or convey water to the Parties, the Parties shall cooperate in joint management of such water control structures and associated canals and ditches. The dominant estate holder shall not change the operation of a water control structure at a point of diversion without at least first notifying the servient estate holder by telephone.

10. **Mountanos Indemnification.** Mountanos shall indemnify and hold Wilks and Wilks' directors, members, officers, employees, agents, contractors, invitees, successors, and/or assigns harmless for, from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs of suit) of any nature whatsoever, including, without limitation, personal injury and property damage, arising out of or resulting from, directly or indirectly, use of the Easements by Mountanos and its employees, officers, agents, independent contractors, invitees, or guests. Notwithstanding the foregoing, Mountanos' indemnification obligations do not apply to any claims arising from or related to the negligent or wrongful acts of Wilks.

11. **Wilks Indemnification.** Wilks shall indemnify and hold Mountanos and Mountanos' directors, members, officers, employees, agents, contractors, invitees, successors, and/or assigns harmless for, from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs of suit) of any nature whatsoever, including, without limitation, personal injury and property damage, arising out of or resulting from, directly or indirectly, use of the Easements by Wilks and its employees, officers, agents, independent contractors, invitees, or guests. Notwithstanding the foregoing, Wilks' indemnification obligations do not apply to any claims arising from or related to the negligent or wrongful acts of Mountanos.

12. **Binding Effect, Covenants Run with the Land.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind forever, and the easements and covenants granted herein shall run with the land.

13. **Amendments.** This Agreement may be modified or amended only by a written agreement signed by the Parties, or their applicable successors or assigns.

14. **Notice.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by e-mail, first class mail, postage prepaid, or overnight mail. Delivery will be deemed to be made on the same day if personally served or e-mailed or on the third (3rd) day following the date so sent if via mail. Until changed by written notice in accordance with this section, notices should be delivered to the following addresses:

To Mountanos:

Mike S. Mountanos Living Trust
3976 Petaluma Hill Road
Santa Rose, CA 95404
Tel: 650-868-8485
Email: msm@mfct.com

To Wilks:

Wilks Ranch Texas, LTD
P.O. Box 111
Cisco, TX 76437
Tel: 817-850-3600
Email: thresa.tankersley@wilksbrothers.com

15. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable under Oregon law, the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No waiver of any right under this Agreement will be binding on a party unless it is in writing and signed by the party making the waiver.

17. **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

18. **Entire Understanding.** This Agreement and all exhibits, attachments, and documents referenced herein or attached hereto, contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

19. **Dispute Resolution.** The Parties agree that in the event of any dispute arising from or related to this Agreement, the Parties will attempt to resolve such dispute through good faith negotiations between authorized representatives of all Parties. With respect to any particular dispute, however, the period of negotiation shall not exceed thirty (30) days, except upon the mutual agreement of the Parties in writing.

20. **Attorney Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

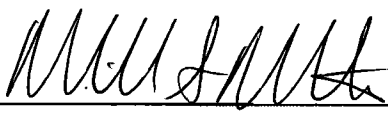
21. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Klamath County, Oregon.


22. **Counterparts.** This Agreement may be executed in a number of identical counterparts.

Dated this 26th day of JANUARY, 2022.

Michael S. Mountanos Living Trust
DTD 1-9-1998

Wilks Ranch Texas, LTD.


By: MICHAEL S. MOUNTANOS
TRUSTEE


By: _____

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21. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Klamath County, Oregon.

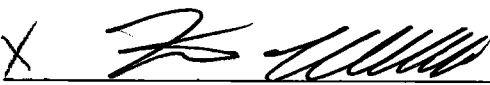
22. **Counterparts.** This Agreement may be executed in a number of identical counterparts.

Dated this 27th day of January, 2022.

Michael S. Mountanos Living Trust
DTD 1-9-1998

Wilks Ranch Texas, LTD.

By: _____

X 
By: Farris Wilks, Chief Operating Officer

STATE OF _____)

County of _____)

ss.

This instrument was acknowledged before me on _____, 2022, by

Notary Public for _____

STATE OF TEXAS)

County of EASTLAND)

ss.

This instrument was acknowledged before me on January 27th, 2022, by

Farris Wilks, Chief Operating Officer



[Signature]
Notary Public for TEXAS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

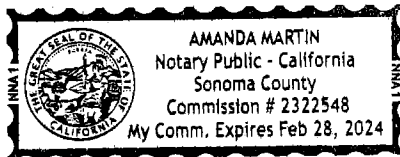
On Jan. 26, 2022 before me, Amanda Martin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael S. Mountanos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amanda Martin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

PAGE 1

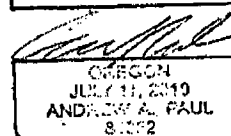
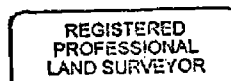
A strip of land, variable in width, situated in Section 20, 29, 30 and 31, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, centered on an existing irrigation canal as now constructed, the centerline of which being more particularly described as follows:

Commencing at the northeast corner of Parcel 1 of Land Partition 51-21; thence North 17°24'17" East 8343 feet, more or less to the point of diversion for said irrigation canal and the true point of beginning for this description; thence North 48°59'59" West 32.91 feet; thence North 77°12'13" West 65.22 feet; thence South 75°59'57" West 83.47 feet; thence South 83°34'10" West 76.19 feet; thence South 77°22'28" West 135.34 feet; thence South 68°50'06" West 116.59 feet; thence South 60°44'38" West 133.93 feet; thence South 76°07'04" West 54.53 feet; thence South 89°38'17" West 154.92 feet; thence South 71°16'13" West 40.01 feet; thence South 21°37'31" West 125.91 feet; thence South 36°56'23" West 88.52 feet; thence South 63°34'22" West 76.41 feet; thence South 80°44'16" West 106.78 feet; thence South 26°39'33" West 107.71 feet; thence South 46°42'09" West 212.09 feet; thence South 13°44'01" West 126.98 feet; thence South 00°00'00" West 96.29 feet; thence South 09°10'33" West 151.19 feet; thence South 26°42'10" East 123.33 feet; thence South 15°13'02" West 60.72 feet; thence South 39°56'22" West 37.65 feet; thence South 28°02'43" West 92.79 feet; thence South 00°00'00" West 56.56 feet; thence South 23°30'12" West 74.03 feet; thence South 39°25'38" West 119.76 feet; thence South 14°01'20" West 82.91 feet; thence South 36°53'18" West 153.23 feet; thence South 25°04'00" West 196.18 feet; thence South 12°13'13" West 175.05 feet; thence South 05°45'37" West 236.62 feet; thence South 37°35'58" West 474.96 feet; thence South 67°37'13" West 53.60 feet; thence South 50°24'15" West 98.87 feet; thence South 31°51'52" West 18.20 feet; thence South 77°59'01" West 66.39 feet; thence South 51°40'20" West 222.28 feet; thence South 48°49'00" West 133.01 feet; thence South 50°22'31" West 88.90 feet; thence South 67°13'22" West 119.61 feet; thence South 74°32'12" West 116.46 feet; thence South 75°44'41" West 70.93 feet; thence South 44°11'20" West 56.84 feet; thence South 80°42'26" West 67.30 feet; thence South 66°30'43" West 197.09 feet; thence South 62°20'37" West 143.83 feet; thence South 52°49'35" West 20.16 feet; thence South 79°29'00" West 127.60 feet; thence South 82°37'18" West 363.23 feet; thence South 63°34'37" West 78.50 feet; thence South 47°11'32" West 58.96 feet; thence South 69°17'17" West 482.36 feet; thence South 66°03'06" West 310.30 feet; thence South 77°26'34" West 214.35 feet; thence South 56°45'37" West 255.65 feet; thence South 63°41'50" West 65.38 feet; thence South 07°54'44" West 88.00 feet; thence South 10°08'42" East 126.87 feet; thence South 24°04'17" East 78.07 feet; thence South 03°53'26" West 131.41 feet; thence South 42°30'06" West 105.87 feet; thence South 09°54'44" West 113.26 feet; thence South 24°08'22" West 114.48 feet; thence South 15°51'46" West 140.87 feet; thence South 02°23'00" East 305.97 feet; thence South 23°39'22" East 430.43 feet; thence South 01°53'04" East 582.41 feet; thence South 06°06'18" West 123.59 feet; thence South 13°39'12" East 79.04 feet; thence South 01°49'12" West 173.98 feet; thence South 07°37'36" West 141.36 feet; thence South 08°05'04" West 84.45 feet; thence South 04°24'05" West 77.32 feet; thence South 23°37'37" West 33.24 feet; thence South 30°39'39" West 50.81 feet; thence South 17°21'41" West 90.78 feet; thence South 05°27'09" West 324.04 feet; thence South 10°34'06" East 80.71 feet; thence South 02°14'18" West 124.85 feet; thence South 00°00'00" West 193.80 feet; thence South 01°41'55" West 163.77 feet; thence South 00°49'08" West 82.14 feet; thence South 04°19'10" East 48.34 feet to the north line of Parcel 1 of Land Partition 51-12, from which the northeast corner of said Parcel 1 bears North 89°12'39" East 2708.6 feet, more or less;

TOGETHER WITH the existing road as constructed lying parallel with and northerly and westerly to the above described centerline.

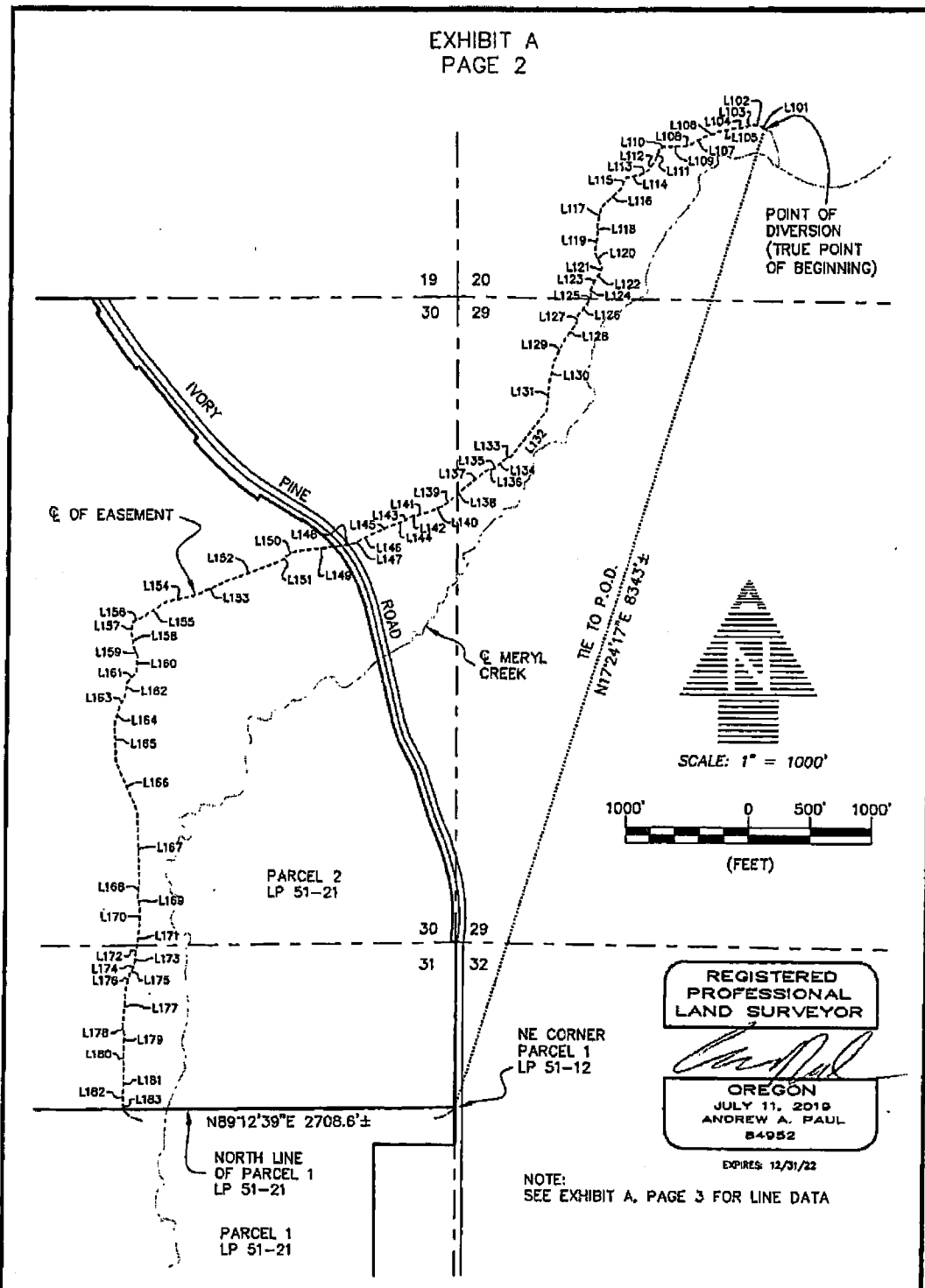
Basis of bearings per Land Partition 51-21.

3916-01



EXPIRATION DATE 12/31/22

EXHIBIT A
PAGE 2



AL ADKINS
ENGINEERING & SURVEYING
1435 ESPLANADE AVENUE
KLAMATH FALLS, OR 97601
o / 541.884.4666
w / AdkinsEngineering.com
ENGINEERING • PLANNING • SURVEYING

CANAL EASEMENT
IN SECTIONS 20, 29, 30, 31
T35S, R14E WM
KLAMATH COUNTY, OR

EXHIBIT A
PAGE 3

LINE DATA		
LINE #	BEARING	LENGTH
L101	N48°59'59"W	32.91
L102	N77°12'13"W	65.22
L103	S75°59'57"W	83.47
L104	S83°34'10"W	76.19
L105	S77°22'28"W	135.34
L106	S68°50'06"W	116.59
L107	S60°44'38"W	133.93
L108	S76°07'04"W	54.53
L109	S89°38'17"W	154.92
L110	S71°16'13"W	40.01
L111	S21°37'31"W	125.91
L112	S36°56'23"W	88.52
L113	S63°34'22"W	76.41
L114	S80°44'16"W	106.78
L115	S26°39'33"W	107.71
L116	S46°42'09"W	212.09
L117	S13°44'01"W	126.98
L118	S00°00'00"W	96.29
L119	S09°10'33"W	151.19
L120	S26°42'10"E	123.33
L121	S15°13'02"W	60.72
L122	S39°56'22"W	37.65
L123	S28°02'43"W	92.79
L124	S00°00'00"W	56.56
L125	S23°30'12"W	74.03
L126	S39°25'38"W	119.76
L127	S14°01'20"W	82.91
L128	S36°53'18"W	153.23

LINE DATA		
LINE #	BEARING	LENGTH
L129	S25°04'00"W	196.18
L130	S12°13'13"W	175.05
L131	S05°45'37"W	236.82
L132	S37°35'58"W	474.96
L133	S67°37'13"W	53.60
L134	S50°24'15"W	98.87
L135	S31°51'52"W	18.20
L136	S77°59'01"W	66.39
L137	S51°40'20"W	222.28
L138	S48°49'00"W	133.01
L139	S50°22'31"W	88.90
L140	S67°13'22"W	119.81
L141	S74°32'12"W	116.46
L142	S75°44'41"W	70.93
L143	S44°11'20"W	56.84
L144	S80°42'26"W	67.30
L145	S66°30'43"W	197.09
L146	S62°20'37"W	143.83
L147	S52°49'35"W	20.16
L148	S79°29'00"W	127.60
L149	S82°37'18"W	363.23
L150	S63°34'37"W	78.50
L151	S47°11'32"W	58.96
L152	S69°17'17"W	482.36
L153	S66°03'06"W	310.30
L154	S77°26'34"W	214.35
L155	S56°45'37"W	255.65
L156	S63°41'50"W	65.38

LINE DATA		
LINE #	BEARING	LENGTH
L157	S07°54'44"W	68.00
L158	S10°08'42"E	126.87
L159	S24°04'17"E	78.07
L160	S03°53'26"W	131.41
L161	S42°30'06"W	105.87
L162	S09°54'44"W	113.26
L163	S24°08'22"W	114.48
L164	S15°51'46"W	140.87
L165	S02°23'00"E	305.97
L166	S23°39'22"E	430.43
L167	S01°53'04"E	582.41
L168	S06°06'18"W	123.59
L169	S13°39'12"E	79.04
L170	S01°49'12"W	173.98
L171	S07°37'36"W	141.36
L172	S08°05'04"W	84.45
L173	S04°24'05"W	77.32
L174	S23°37'37"W	33.24
L175	S30°39'39"W	50.81
L176	S17°21'41"W	90.78
L177	S05°27'09"W	324.04
L178	S10°34'06"E	80.71
L179	S02°14'18"W	124.85
L180	S00°00'00"W	193.80
L181	S01°41'55"W	163.77
L182	S00°49'08"W	82.14
L183	S04°19'10"E	48.34

EXHIBIT B

PAGE 1

A strip of land, variable in width, situated in Section 20, 29, 30 and 31, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, centered on an existing irrigation canal as now constructed, the centerline of which being more particularly described as follows:

Commencing at the northeast corner of Parcel 1 of Land Partition 51-21; thence along the north line of said Parcel 1 South 89°12'39" West 2227.8 feet, more or less, to the centerline of a canal and the true point of beginning for this description; thence North 15°08'47" East 110.78 feet; thence North 28°23'53" East 178.92 feet; thence North 47°18'10" East 56.26 feet; thence North 15°54'05" East 183.17 feet; thence North 01°19'45" West 215.62 feet; thence North 01°37'03" East 123.00 feet; thence North 01°02'14" West 110.58 feet; thence North 18°47'42" East 164.65 feet; thence North 38°28'08" East 128.12 feet; thence North 53°08'34" East 45.04 feet; thence North 30°04'12" East 157.83 feet; thence North 77°54'41" East 28.67 feet; thence North 50°46'19" East 101.52 feet; thence North 43°07'28" East 64.43 feet; thence North 65°30'37" East 259.85 feet; thence North 51°08'13" East 82.92 feet; thence North 46°56'09" East 166.65 feet; thence North 58°51'06" East 50.30 feet; thence North 79°03'05" East 63.21 feet; thence North 56°27'56" East 103.54 feet; thence North 38°59'46" East 138.40 feet; thence North 66°18'26" East 44.82 feet; thence North 76°54'49" East 88.38 feet; thence North 23°41'30" East 39.09 feet; thence North 15°24'11" West 35.81 feet; thence North 47°23'07" West 229.94 feet; thence North 34°54'47" West 70.93 feet; thence North 10°31'36" East 35.62 feet; thence North 43°20'40" East 145.84 feet; thence North 18°34'26" West 42.41 feet; thence North 58°10'22" West 146.10 feet; thence North 65°15'38" West 77.70 feet; thence North 41°03'43" West 93.91 feet; thence North 15°42'55" West 99.79 feet; thence North 06°01'00" East 195.98 feet; thence North 22°06'11" East 109.08 feet; thence North 32°32'02" East 244.81 feet; thence North 53°59'16" East 42.82 feet; thence North 63°55'25" East 340.74 feet; thence North 38°46'11" East 227.19 feet; thence North 42°28'06" East 103.40 feet; thence North 39°55'41" East 195.02 feet; thence North 48°42'54" East 195.53 feet; thence North 37°31'33" East 263.71 feet; thence North 34°21'29" East 601.28 feet; thence North 52°45'03" East 445.75 feet; thence North 55°42'00" East 545.38 feet; thence North 48°08'11" East 135.06 feet; thence North 00°00'00" East 76.83 feet; thence North 51°10'58" East 112.36 feet; thence North 22°52'00" East 96.12 feet; thence North 26°55'27" East 116.58 feet; thence North 14°16'43" East 63.24 feet; thence North 25°23'51" East 35.11 feet; thence North 10°22'51" East 38.81 feet; thence North 27°19'02" East 107.95 feet; thence North 08°12'11" East 116.84 feet; thence North 11°29'51" East 83.61 feet; thence North 07°57'14" East 163.67 feet; thence North 00°45'14" East 261.49 feet; thence North 07°31'34" East 167.20 feet; thence North 10°46'42" East 220.00 feet; thence North 21°28'30" East 124.49 feet; thence North 33°23'02" East 174.99 feet; thence North 41°47'47" East 245.81 feet; thence North 48°38'35" East 205.25 feet; thence North 43°23'25" East 159.69 feet; thence North 30°01'48" East 90.96 feet; thence North 64°51'03" East 63.82 feet; thence North 28°49'13" East 39.95 feet; thence North 60°44'25" East 68.48 feet; thence North 77°22'38" East 64.58 feet; thence South 66°01'30" East 162.15 feet to the point of diversion from which the northeast corner of said Parcel 1 bears South 18°37'24" West 8085 feet, more or less;

TOGETHER WITH the existing road as constructed lying parallel with and southerly and easterly to the above described centerline.

Basis of bearings per Land Partition 51-21.

3916-01

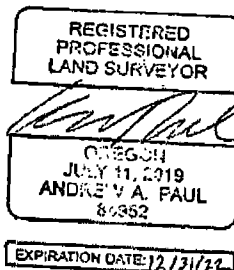
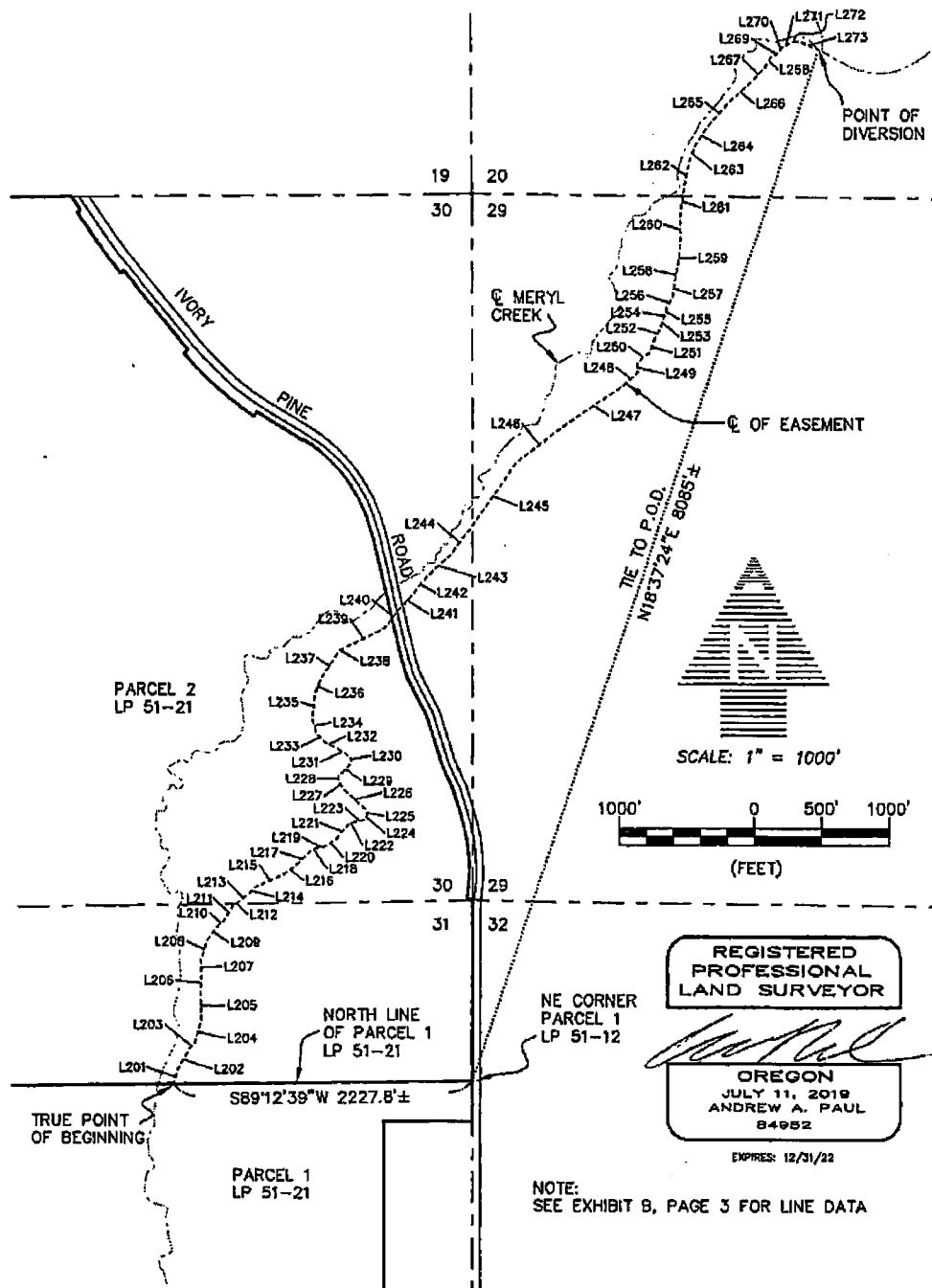


EXHIBIT B
PAGE 2



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CANAL EASEMENT
IN SECTIONS 20, 29, 30, 31
T35S, R14E WM
KLAMATH COUNTY, OR

EXHIBIT B
PAGE 3

LINE DATA		
LINE #	BEARING	LENGTH
L201	N15°08'47"E	110.78
L202	N28°23'53"E	178.92
L203	N47°18'10"E	56.26
L204	N15°54'05"E	183.17
L205	N01°19'45"W	215.62
L206	N01°37'03"E	123.00
L207	N01°02'14"W	110.58
L208	N18°47'42"E	164.65
L209	N38°28'08"E	128.12
L210	N53°08'34"E	45.04
L211	N30°04'12"E	157.83
L212	N77°54'41"E	28.67
L213	N50°46'19"E	101.52
L214	N43°07'28"E	64.43
L215	N65°30'37"E	259.85
L216	N51°08'13"E	82.92
L217	N46°56'09"E	166.65
L218	N58°51'06"E	50.30
L219	N79°03'05"E	63.21
L220	N56°27'56"E	103.54
L221	N38°59'46"E	138.40
L222	N66°18'26"E	44.82
L223	N76°54'49"E	88.38
L224	N23°41'30"E	39.09
L225	N15°24'11"W	35.81
L226	N47°23'07"W	229.94
L227	N34°54'47"W	70.93
L228	N10°31'36"E	35.62

LINE DATA		
LINE #	BEARING	LENGTH
L229	N43°20'40"E	145.84
L230	N18°34'26"W	42.41
L231	N58°10'22"W	146.10
L232	N65°15'38"W	77.70
L233	N41°03'43"W	93.91
L234	N15°42'55"W	99.79
L235	N06°01'00"E	195.98
L236	N22°06'11"E	109.08
L237	N32°32'02"E	244.81
L238	N53°59'16"E	42.82
L239	N63°55'25"E	340.74
L240	N38°46'11"E	227.19
L241	N42°28'06"E	103.40
L242	N39°55'41"E	195.02
L243	N48°42'54"E	195.53
L244	N37°31'33"E	263.71
L245	N34°21'29"E	601.28
L246	N52°45'03"E	445.75
L247	N55°42'00"E	545.38
L248	N48°08'11"E	135.06
L249	N00°00'00"E	76.83
L250	N51°10'58"E	112.36
L251	N22°52'00"E	96.12
L252	N26°55'27"E	116.58
L253	N14°16'43"E	63.24
L254	N25°23'51"E	35.11
L255	N10°22'51"E	38.81
L256	N27°19'02"E	107.95

LINE DATA		
LINE #	BEARING	LENGTH
L257	N08°12'11"E	116.84
L258	N11°29'51"E	83.61
L259	N07°57'14"E	163.67
L260	N00°46'14"E	261.49
L261	N07°31'34"E	167.20
L262	N10°46'42"E	220.00
L263	N21°28'30"E	124.49
L264	N33°23'02"E	174.99
L265	N41°47'47"E	245.81
L266	N48°38'35"E	205.25
L267	N43°23'25"E	159.69
L268	N30°01'48"E	90.96
L269	N64°51'03"E	63.82
L270	N28°49'13"E	39.95
L271	N60°44'25"E	88.48
L272	N77°22'38"E	64.58
L273	S66°01'30"E	162.15

EXHIBIT C

PAGE 1

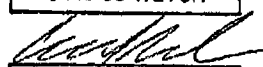
A strip of land, variable in width, situated in Section 7, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, centered on an existing irrigation canal as now constructed, the centerline of which being more particularly described as follows:

Beginning at the point of diversion from which the northwest corner of Section 6, Township 36 South, Range 14 East bears North 07°43'15" West 8354 feet, more or less; thence South 81°07'51" East 123.85 feet; thence South 56°10'14" East 64.27 feet; thence South 18°35'29" East 88.48 feet; thence South 52°20'01" East 154.83 feet; thence South 66°17'20" East 87.47 feet; thence South 04°02'20" East 51.68 feet; thence South 40°06'48" West 75.33 feet; thence South 87°36'53" West 87.44 feet; thence South 54°15'46" West 121.94 feet; thence South 04°07'45" East 58.98 feet; thence South 59°53'29" East 320.27 feet; thence South 08°41'09" West 79.06 feet; thence South 24°36'17" East 37.22 feet; thence South 81°10'11" East 35.71 feet; thence North 77°32'28" East 28.40 feet; thence South 75°00'40" East 41.46 feet; thence South 52°25'34" East 48.49 feet; thence South 40°13'29" East 54.92 feet; thence South 04°34'58" West 51.01 feet; thence South 13°18'53" West 37.33 feet; thence South 01°35'14" West 141.61 feet; thence South 21°12'39" East 48.61 feet; thence South 76°43'42" East 35.74 feet; thence North 65°03'28" East 62.07 feet; thence North 89°39'58" East 59.54 feet; thence North 72°42'00" East 56.49 feet; thence South 60°28'18" East 53.90 feet; thence South 21°52'32" East 39.88 feet; thence South 04°40'55" West 57.11 feet; thence South 49°10'52" West 34.39 feet; thence South 05°18'03" West 108.93 feet; thence South 25°26'54" West 58.68 feet; thence South 68°28'06" West 26.67 feet; thence South 37°59'10" West 95.51 feet; thence South 49°44'44" West 72.71 feet; thence South 29°32'11" West 84.75 feet; thence South 17°09'13" West 70.04 feet; thence South 06°29'59" West 142.03 feet; thence South 21°20'03" West 240.48 feet; thence South 32°27'29" West 38.81 feet; thence South 48°22'42" West 40.45 feet; thence South 08°45'22" West 73.72 feet; thence South 27°56'52" West 124.43 feet to the south line of Parcel 2 of Land Partition 32-04.

Basis of bearings per Land Partition 51-21.

3916-01

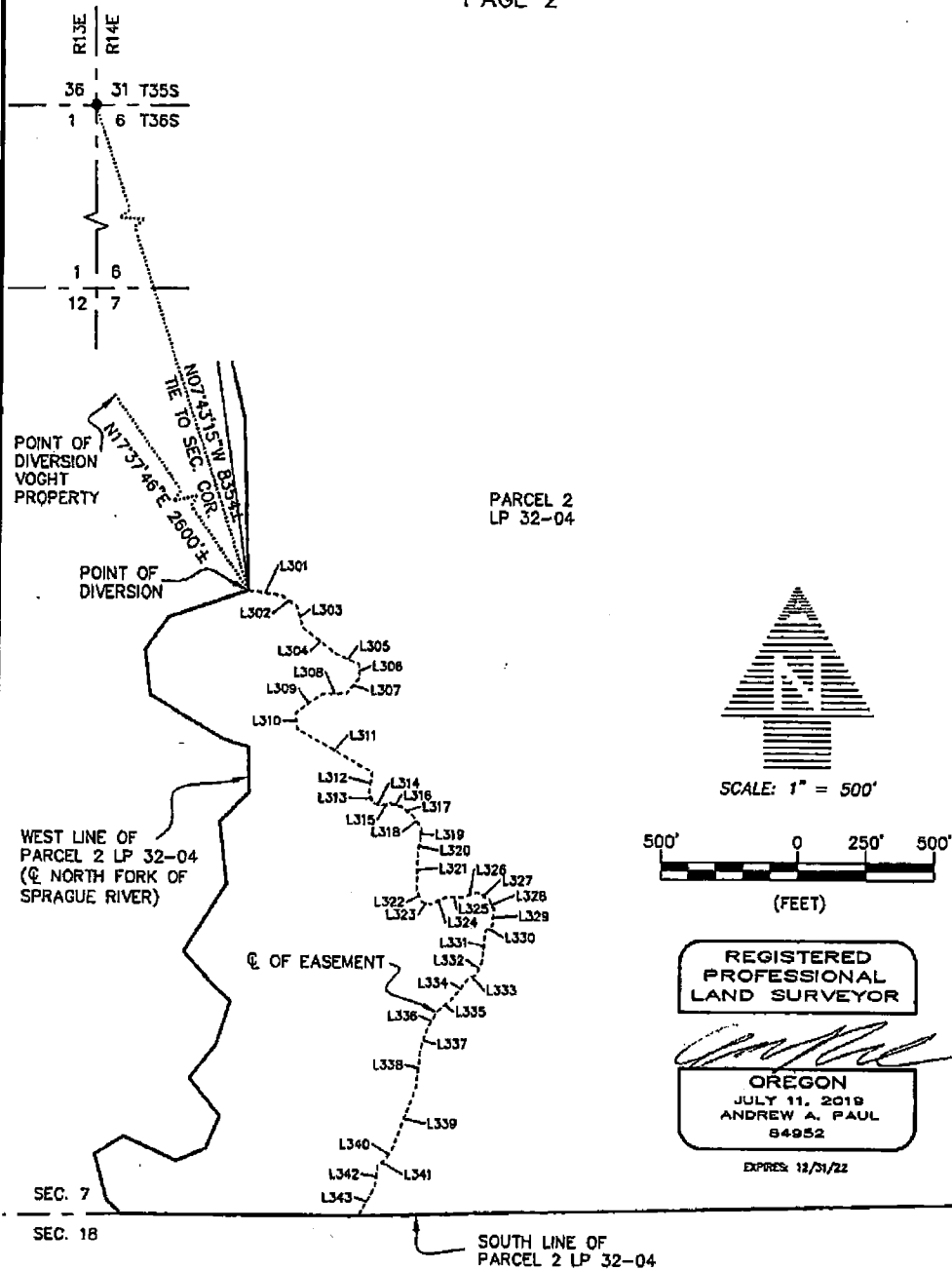
REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 11, 2019
ANDREW A. PAUL
84952

EXPIRATION DATE: 12/31/22

EXHIBIT C
PAGE 2



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**CANAL EASEMENT
IN SECTION 7
T36S, R14E WM
KLAMATH COUNTY, OR**

EXHIBIT C
PAGE 3

LINE DATA		
LINE #	BEARING	LENGTH
L301	S81°07'51"E	123.85
L302	S56°10'14"E	64.27
L303	S18°35'29"E	88.48
L304	S52°20'01"E	154.83
L305	S66°17'20"E	87.47
L306	S04°02'20"E	51.68
L307	S40°06'48"W	75.33
L308	S87°36'53"W	87.44
L309	S54°15'46"W	121.94
L310	S04°07'45"E	58.98
L311	S59°53'29"E	320.27
L312	S08°41'09"W	79.06
L313	S24°36'17"E	37.22
L314	S81°10'11"E	35.71
L315	N77°32'28"E	28.40
L316	S75°00'40"E	41.46
L317	S52°25'34"E	48.49
L318	S40°13'29"E	54.92
L319	S04°34'58"W	51.01
L320	S13°18'53"W	37.33

LINE DATA		
LINE #	BEARING	LENGTH
L321	S01°35'14"W	141.61
L322	S21°12'39"E	48.61
L323	S76°43'42"E	35.74
L324	N65°03'28"E	62.07
L325	N89°39'58"E	59.54
L326	N72°42'00"E	56.49
L327	S60°28'18"E	53.90
L328	S21°52'32"E	39.88
L329	S04°40'55"W	57.11
L330	S49°10'52"W	34.39
L331	S05°18'03"W	108.93
L332	S25°26'54"W	58.68
L333	S68°28'06"W	26.67
L334	S37°59'10"W	95.51
L335	S49°44'44"W	72.71
L336	S29°32'11"W	84.75
L337	S17°09'13"W	70.04
L338	S06°29'59"W	142.03
L339	S21°20'03"W	240.48
L340	S32°27'29"W	38.81

LINE DATA		
LINE #	BEARING	LENGTH
L341	S48°22'42"W	40.45
L342	S08°45'22"W	73.72
L343	S27°56'52"W	124.43