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U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-LTP-30
10/2017

WARRANTY EASEMENT DEED IN PERPETUITY

AGRICULTURAL CONSERVATION EASEMENT PROGRAM -- WETLAND RESERVE EASEMENT

EASEMENT NO. 5404361901M76

THIS WARRANTY EASEMENT DEED is made by and between

Ronald E. Crandall and Rebecca S. Crandall, Trustees of the Ronald and Rebecca Crandall Revocable Living Trust, dated August 12, 2015 of
2854 SHEFFIELD PL FULLERTON, CA 92835-3029 (hereafter referred to as the
"Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA** and its assigns
(hereafter referred to as the "United States"), Grantee. The Landowner and the United States are
jointly referred to as the "Parties."

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of these mutual obligations and benefits recited herein to each party and the sum of _____

One Million Six Hundred Ninety-Six Thousand Six Hundred Seventeen Dollars
(\$1,696,617.00), paid to Grantor(s) subject to commensurate

reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the

Landowner only those rights, title, and interest in the lands comprising the Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

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

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

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

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, nonpermanent, and easily assembled, disassembled, and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water Rights and Water Uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. Haying, mowing, or seed harvesting for any reason;
 2. Altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover;
 3. Accumulating or dumping refuse, wastes, sewage, or other debris;
 4. Harvesting wood or sod products;
 5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. Building, placing, or allowing to be placed structures on, under, or over the Easement Area, except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses, the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. Planting or harvesting any crop;
 9. Grazing or allowing livestock on the Easement Area;
 10. Disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. Use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. Any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. Any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock are the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of Water for Easement Purposes. The Landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management Activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed. The United States also has the right of reasonable ingress and egress across the Easement Area to other adjacent or appurtenant property in which the United States holds real property rights acquired by and through NRCS.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise, and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

D. Violations and Remedies – Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes,

ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near, or from the Easement Area.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this 20 day of January, 2023

Landowner(s):

Ronald E. Crandall
Ronald E. Crandall, Trustee

Rebecca S. Crandall
Rebecca S. Crandall, Trustee

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

See attached

All-purpose Acknowledgment California

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

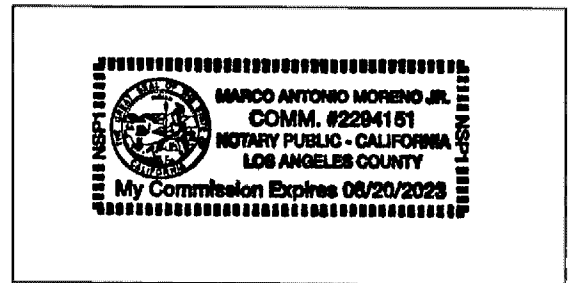
County of Orange

On 01/20/2023 before me, Marco Antonio Moreno Jr. Notary Public (here insert name and title of the officer),

personally appeared RONALD E. CRANDALL AND REBECCA S. CRANDALL

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.



Notary Seal

WITNESS my hand
and official seal.

Signature Marco Antonio Moreno Jr.

For Bank Purposes Only

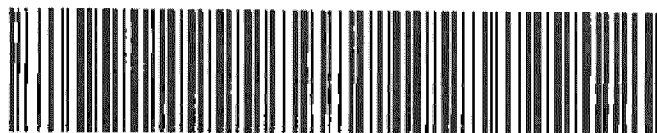
Description of Attached Document

Type or Title of Document WARRANTY EASEMENT DEED IN PERPETUITY

Document Date 01/20/2023 Number of Pages _____

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____



F001-000DSG5350CA-01

ACCEPTANCE BY GRANTEE:

I Ronald Alvarado (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 24 day of January, 2023.

[Signature]
Signature

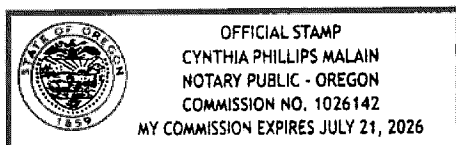
State Conservationist
Title

ACKNOWLEDGMENT

STATE OF _____)
ACKNOWLEDGMENT)
COUNTY OF Clackamas)

Before me, the undersigned Notary of the State and County mentioned, personally appeared Ronald Alvarado (name of officer), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged such person to be State Conservationist (title of officer) of USDA, NRCS, Oregon, the within named bargainor, and that as such officer s/he executed the foregoing acceptance with full authority.

WITNESS my hand and seal at office in the State and County aforesaid, this 24 day of January, 2023.



Cynthia Phillips Malain
NOTARY PUBLIC
My Commission Expires: July 21, 2026

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

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Exhibit A
WRE Description
NCRS agreement number 54-0436-19-01M76
On the Lands of Ronald Crandall

A parcel of land situated in Sections 5, 6, 7 and 8 of Township 26 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that property described in instrument number 2016-012899 on file at the Klamath County Clerk's Office, being more particularly described as follows:

Beginning at the NW1/16 corner of said Section 6, said point being marked by a 3-1/4" aluminum cap; Thence South 89°29'12" East, 1317.53 feet to the C-N1/16 corner of said Section 6, said point being marked by a 3-1/4" aluminum cap; Thence South 89°29'12" East, 2635.70 feet to the N1/16 corner between said Sections 5 & 6, said point being marked by a 3-1/4" aluminum cap; Thence South 88°40'04" East, 1311.58 feet to the NW1/16 corner of said Section 5, said point being marked by a 3-1/4" aluminum cap; Thence South 00°45'41" West, 1331.87 feet to the W1/16 corner of said Section 5, said point being marked by a 3-1/4" aluminum cap; Thence South 88°36'53" East, 1312.29 feet to the C1/4 of said Section 5, said point being marked by a 3-1/4" aluminum cap; Thence South 00°46'30" West, 1332.06 feet to the C-S1/16 corner of said Section 5, said point being marked by a 3-1/4" aluminum cap; Thence South 88°36'41" East, 1312.45 feet to the SE1/16 of said Section 5, said point being marked by a 3-1/4" aluminum cap; Thence South 00°45'19" West, 1332.22 feet to the E1/16 corner between said Sections 5 & 8, said point being marked by a 3-1/4" aluminum cap; Thence South 88°37'28" East, 1312.54 feet to the Northeast corner of said Section 8, said point being marked by a 3-1/4" aluminum cap; Thence South 00°50'09" West, 2655.06 feet to the East 1/4 corner of said Section 8, said point being marked by a 3-1/4" aluminum cap; Thence South 00°43'31" West, 1330.51 feet to the S1/16 corner between Sections 8 & 9, said point being marked by a 2-1/2" aluminum cap; Thence North 88°39'49" West, 1291.27 feet to the SE1/16 of said Section 8, said point being marked by a 2-1/2" aluminum cap; Thence North 00°27'31" East, 1330.47 feet to the C-E1/16 corner of said Section 8, said point being marked by a 2-1/2" aluminum cap; Thence North 88°39'52" West, 1297.61 feet to the C1/4 corner of said Section 8, said point being marked by a 2-1/2" aluminum cap; Thence North 88°45'14" West, 1298.67 feet to the C-W1/16 corner of said Section 8, said point being marked by a 2-1/2" aluminum cap; Thence South 00°05'28" East, 1330.98 feet to the SW1/16 corner of said Section 8, said point being marked by a 2-1/2" aluminum cap; Thence North 88°47'02" West, 949.69 feet to the intersection of the Northeasterly right-of-way line of Forest Service Road 9409; Thence along said Northeasterly right-of-way line the following thirteen (13) courses, North 40°23'54" West, 199.90 feet; Thence North 48°05'11" West, 199.90 feet; Thence North 54°44'13" West, 199.77 feet; Thence North 62°50'02" West, 198.17 feet; Thence North 70°46'16" West, 199.41 feet; Thence North 70°20'39" West, 199.84 feet; Thence North 67°32'19" West, 199.93 feet; Thence North 56°17'13" West, 198.16 feet; Thence North 37°18'18" West, 198.66 feet; Thence North 25°54'46" West, 198.87 feet; Thence North 23°41'21" West, 199.85 feet; Thence North 33°13'49" West, 199.17 feet; Thence North 45°01'10" West, 199.99 feet; Thence leaving said Northeasterly right-of-way line, North 23°19'58" East, 639.00 feet; Thence North 66°40'02" West, 371.48 feet; Thence South 23°19'58" West, 419.29 feet to the Northeasterly right-of-way line of said Forest Service Road 9409; Thence along said Northeasterly right-of-way line the following twenty-one (21) courses, North 39°12'04" West, 173.41 feet; Thence North 43°20'33" West, 169.94 feet; Thence North 43°04'36" West, 168.41 feet; Thence North 43°28'09" West, 199.55 feet; Thence North 42°26'52" West, 199.11 feet; Thence North 43°05'18" West, 198.87 feet; Thence North 45°29'31" West, 199.28 feet; Thence North 42°24'02" West, 198.29 feet; Thence North 34°32'12" West, 198.49 feet; Thence North 27°43'37" West, 189.62 feet; Thence North 23°29'05" West, 199.10 feet; Thence North 17°35'18" West, 205.80 feet; Thence North 16°25'32" West, 200.15 feet; Thence North 15°30'33" West, 199.86 feet; Thence North 17°09'55" West, 200.06 feet; Thence North 19°46'57" West, 199.81 feet; Thence North 20°24'39" West, 199.30 feet; Thence North 23°51'34" West, 198.24 feet; Thence North 28°18'04" West, 200.19 feet; Thence North 30°17'14" West, 199.45 feet; Thence North 30°50'45" West, 198.74

feet; Thence North 32°18'34" West, 200.16 feet; Thence leaving said Northeasterly right-of-way line, North 00°36'16" East, 1091.79 feet to the C-W1/16 of said Section 6, said point being marked by a 3-1/4" aluminum cap; Thence North 00°36'16" East, 1320.16 feet to the point of beginning.

Basis of bearings is grid North, based on the Oregon State Plane Coordinate System of 1983, South Zone. Distances are grid distances. The combined scale factor of 0.999642005 is used to compute grid distance to ground distance (grid/0.999642005=ground).

Containing 1143.72 acres, more or less.

This easement is accessible by the United States pursuant to USFS Road Use Permit # _____ [attached hereto or as shown on the attached map].

Exhibit B
Ingress/Egress Route Description
NCRS agreement number 54-0436-19-01M76
On the Lands of Ronald Crandall

A strip of land situated in Township 26 South, Range 08 East, Township 27 South, Range 08 East, Township 27 South, Range 09 East, Township 26 South, Range 09 East and Township 26 South, Range 10 East all of the Willamette Meridian, Klamath County, Oregon. Said strip of land is known as National Forest System Road 94 and National Forest System Road 9409.

Beginning at the Junction of said National Forest Road 94 with State Highway 97, thence along said National Forest Road 94, generally in a northeasterly direction to the Junction of said National Forest Road 94 and said National Forest Road 9409; thence along said National Forest Road 9409, in a northerly direction to subject easement.

EXHIBIT C

Exhibit C is not applicable and intentionally left blank.

EXHIBIT D

Exhibit D is not applicable and intentionally left blank.

EXHIBIT E

Exhibit E is not applicable and intentionally left blank.

Road Use Permit Map **Natural Resources Conservation Service** **Fremont-Winema National Forest/ Chemult Ranger District** **Deschutes National Forest/ Crescent Ranger District**

National Forest System Roads 94 and 9409 to private land located within T.26S R.10E., W.M. Sections 5, 6, 7 and 8, Klamath County, Oregon

