

**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, and does NOT affect the instrument. ORS 205.234



00323308202300108910210212

12/21/2023 09:48:57 AM

Fee: \$182.00

*This space reserved for use by  
Recording Office*

**After recording return to:** ORS 205.234(1)(c)

Tanya Wellman

USDA Natural Resources Conservation Service

1201 NE Lloyd Blvd

Portland OR. 97232

**1. Title(s) of the transaction(s)** ORS 205.234(1)(a)

Re-recorded at the request of Grantor and Grantee to add Exhibit D to previously recorded Warranty Easement Deed

recorded as Instrument No. 2008-002587.

Document 2008-002587

**2. Direct party(ies) / grantor(s)** Name(s) ORS 205.234(1)(b)

The Thomas Family Limited Partnership

**3. Indirect party(ies) / grantee(s)** Name(s) ORS 205.234(1)(b)

United States Department of Agriculture

Natural Resources Conservation Service

**4. True and actual consideration:**

ORS 205.234(1) Amount in dollars or other

\$

Other:

**5. Send tax statements to:** ORS 205.234(1)(e)

**6. Satisfaction of lien, order, or warrant:**

ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

**7. The amount of the monetary obligation imposed by the lien, order, or warrant:** ORS 205.234(1)(f)

\$

**8. Previously recorded document reference:**

**9. If this instrument is being re-recorded complete the following statement:** ORS 205.244(2)

"Rerecorded at the request of Grantor & Grantee to add Exhibit D to previously recorded Warranty Easement Deed

to correct Warraentee Easement Deed recorded as Instrument No. 2008-002587.

previously recorded in book and page , or as fee number ."

2008-002587

Klamath County, Oregon

MTC 79001-KR



00040951200800025870180186

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

02/29/2008 01:29:55 PM

Fee: \$106.00

6-25-00

OMB No. 0578-0013

CCC-1255

## Warranty Easement Deed

### WETLANDS RESERVE PROGRAM AGREEMENT NO.66-0436-7-011

**THIS WARRANTY EASEMENT DEED** is made by and between **The Thomas Family Limited Partnership, an Oregon Limited Partnership** (hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

#### Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC 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 Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

**NOW THEREFORE**, for and in consideration of the sum of One Million Seven Hundred and Twenty Thousand Dollars (\$1,720,000), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land in perpetuity; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

**RECEIVED**

MAR 20 2008

USDA/NRCS  
OREGON STATE OFFICETO: AMT  
10/16

---

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

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

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

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

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

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 the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

- 1. haying, mowing, or seed harvesting for any reason;

- 
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  3. dumping refuse, wastes, sewage, or other debris;
  4. harvesting wood products;
  5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
  6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
  7. building or placing buildings or structures on the easement area;
  8. planting or harvesting any crop;
  9. grazing or allowing livestock on the easement area; and
  10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

- 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 CCC prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.
- D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its 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. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

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

- A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. **Easement Management.** The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to CCC in accordance with applicable law.
- D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
  - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
  - 2. 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.**

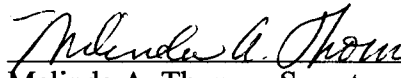
- A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under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

**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 13 day of February, 2008.

Thomas Family Limited Partnership  
by its general partner, Thomas Cattle Company, Inc.

  
Kurt C. Thomas, President

  
Melinda A. Thomas, Secretary

**ACKNOWLEDGMENT**

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned a Notary Public in and for said jurisdiction, personally appeared

\_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed in their free act and deed.

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

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

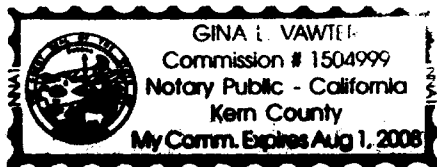
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Kern

On February 13, 2008 before me, Gina L. Vawter, Notary Public

personally appeared Hurt C. and Melinda A. Thomas



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

Gina L. Vawter  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



**ACCEPTANCE OF PROPERTY INTEREST BY  
THE  
NATURAL RESOURCES CONSERVATION SERVICE**

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

UNITED STATES OF AMERICA

By:   
WILLIAM B. WHITE

Its: Assistant State Conservationist-Leader for Programs  
Authorized Signatory for the NRCS

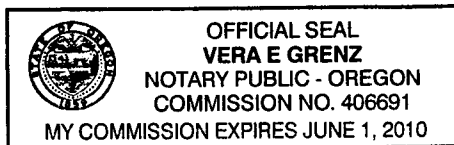
**ACKNOWLEDGMENT**

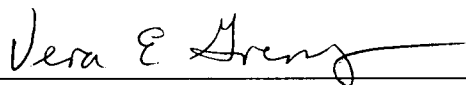
STATE OF

COUNTY OF

On this 14 day of February, 2008, before me, the undersigned, a Notary Public in and for said State personally appeared William B. White, as Authorized Signor for United States of America, acting through the Commodity Credit Corporation, known or proved known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed in his 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 Oregon  
Residing at Portland, OR  
My Commission Expires June 1, 2010

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

---

---

### **OMB DISCLOSURE STATEMENT**

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

### **NONDISCRIMINATION STATEMENT**

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

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

---

## AGENCY RANCH WRP

Landowner: Thomas Family Limited Partnership  
County: Klamath  
WRP Contract No: #66-0436-70-011

### EXHIBIT "A"

#### Description of easement area:

Wetland Reserve Program (WRP) Conservation easement over a parcel of land owned by grantors in Sections 13, 14, 23, 24, and 25, Township 34 South, Range 7½ East of the Willamette Meridian, Klamath County, Oregon. The easement area being a portion of that property conveyed to **Thomas Family Limited Partnership**, as described in Deed Volume M98, page 42955, of the deed records of said Klamath County. The easement area being more particularly described as follows:

Beginning at a 5/8" iron pin marking the southwest corner of Parcel 2 of Land Partition 63-94 as shown on record of survey number 5684, said monument being South 77° 55' 26" West, 1487.47 feet from the Northeast corner of said Section 25; thence North 84° 17' 57" West, 420.66 feet; thence South 70° 16' 48" West, 339.99 feet; thence South 53° 03' 22" West, 307.99 feet; thence South 29° 46' 27" West, 134.01 feet; thence South 44° 41' 17" West, 224.00 feet; thence South 30° 27' 02" West, 201.00 feet; thence South 03° 12' 43" East, 42.10 feet; thence South 22° 19' 26" East, 415.26 feet to a 5/8" iron pin on the mean high water line of Wood River; thence westerly and northwesterly along the easterly bank of Wood River a distance of 10,500 feet more or less to a point in said Section 14, said point being North 75° 55' 31" West, 3291.84 feet from the southeast corner of said Section 14; thence North 53° 55' 06" East, 2899.14 feet; thence North 22° 16' 01" West, 1074.45 feet; thence North 72° 20' 45" West, 2013.28 feet; thence North 63° 01' 11" West, 1933.60 feet to a point on the easterly bank of Wood River; thence Northwesterly along the bank of Wood River a distance of 430 feet more or less to a point on the north line of said Section 14; thence South 89° 11' 50" East, 324.04 feet along the north line of said Section 14; thence South 63° 01' 11" East, 1947.16 feet; thence South 72° 20' 45" East, 2167.50 feet; thence South 22° 16' 01" East, 1692.67 feet; thence North 72° 46' 21" East, 2215.15 feet; thence South 11° 07' 57" East, 410.10 feet; thence South 18° 31' 12" West, 194.66 feet; thence South 14° 22' 48" East, 1283.61 feet; thence South 88° 34' 34" East, 147.94 feet; thence South 13° 52' 09" East, 700.88 feet; thence South 01° 42' 48" East, 645.18 feet; thence South 13° 37' 04" West, 1259.72 feet; thence South 10° 27' 50" West, 902.02 feet; thence South 27° 34' 34" East, 1402.19 feet; thence South 13° 09' 41" East, 475.73 feet; thence South 78° 35' 16" West, 253.80 feet; thence South 23° 21' 23" East, 1570.57 feet; thence North 57° 05' 40" East, 236.04 feet; thence North 74° 04' 01" East, 266.92 feet; thence South 26° 43' 32" East, 390.58 feet to the Point of Beginning.

Subject to any easements, reservations, or restrictions on record or now in effect.

The above described WRP Conservation Easement contains 707 acres, more or less.

## EXHIBIT "B"

Ingress and egress access to the WRP easement described in Exhibit "A", is provided by an existing 50' wide easement to the property owned by the grantors and a 30' wide easement over a parcel of land owned by grantors in Section 13 and 24, Township 34 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon, as shown on the WRP Map of Survey. The centerline of the 50 foot wide (Parcel 1), and the 30 foot wide (Parcel 2) ingress and egress access easements, are more particularly described as follows:

### PARCEL 1:

Commencing at the Southeast corner of the NE1/4 of said Section 24; thence North 00°03'20" West along the section line 1194.78 feet; thence South 82°39'36" West, 25.20 feet to the point of beginning for the centerline of this easement; thence South 00°03'20" East parallel with and 25.00 feet westerly of the section line 1191.58 feet; thence South 00°03'24" parallel with and 25.00 feet westerly of the section line 1346.71 feet; thence South 88°57'13" East, parallel with and 25.00 feet southerly of the north line of Government Lot 4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, a distance of 922.12 feet; thence South 05°32'32" East parallel with and 25.00 feet westerly of the westerly right of way line of Modoc Point Road (formerly Oregon State Highway No. 427), a distance of 657.51 feet to a point on the centerline of an existing roadway easement; thence North 60°36'37" East, 27.33 feet to a point on the westerly right of way line of said Modoc Point Road, said point being the terminus of said 50' wide access easement.

### PARCEL 2:

Commencing at the Southeast corner of the NE1/4 of said Section 24; thence North 00°03'20" West along the section line 1194.78 feet; thence South 82°39'36" West, 15.12 feet to the point of beginning for the centerline of this easement; thence North 00°03'20" West, parallel with and 15.00 feet westerly of the section line, a distance of 1297.4 feet more or less to a point on the centerline of an existing gravel road, said point being 153 feet more or less southerly of the northeast corner of said Section 24; thence along the centerline of the existing gravel road the following courses, South 87°01'10" West, 673.76 feet; thence North 80°26'04" West, 219.70 feet; thence North 42°04'04" West, 181.14 feet; thence South 89°31'22" West, 351.27 feet; thence North 58°20'59" West, 256.38 feet; thence North 88°59'52" West, 668.39 feet; thence South 84°51'07" West, 342.10 feet; thence South 15°04'35" West, 118.07 feet; thence South 27°09'34" East, 368.44 feet; thence South 00°23'38" West, 395.61 feet; thence South 20°44'53" East, 297.55 feet; thence South 00°13'48" East, 414.58 feet; thence South 08°03'57" East, 670.30 feet; thence South 11°28'00" East, 422.58 feet; thence South 10°14'43" West, 573.33 feet; thence South 15°14'26" West, 929.92 feet; thence South 78°35'16" West, 259.92 feet to the terminus of said 30' wide access easement.

MTC 79001-KR

After recording return to: Northwest Farm Credit Services  
300 Klamath Ave, Ste 200  
Klamath Falls, OR 97601

Customer/Note No. 038947-441

### CONSENT

Lender: Northwest Farm Credit Services, FLCA

For good and valuable consideration, Northwest Farm Credit Services, FLCA, whose address is 300 Klamath Ave, Ste 200, Klamath Falls, OR 97601, consents and agrees to that certain easement described in Attached Exhibit "B".

It is understood that the First lien position of Lender is not altered due to the easement and the above-described transaction does not constitute a satisfaction of the indebtedness in the principal amount of \$651,111.29 as of February 25, 2008, together with all accrued interest and advances, fees and costs made under the terms of the Loan Documents evidencing such indebtedness. The Loan Documents evidencing such indebtedness shall remain valid obligations enforceable according to their terms, except as modified by the above-referenced transaction, against all liable parties and the property described in the security documents.

As used herein, the term "mortgage" also means "deed of trust." "Loan Documents" consist of the note(s), security documents and any other documents or instruments signed in connection with the note(s) and any amendments thereto.

The undersigned acknowledges review of the Loan Documents specifically referenced herein.

The heirs, personal representatives, successors and assigns of the undersigned shall be bound by this Consent. This Consent shall inure to the benefit of the Lender, its personal representatives, successors and assigns.

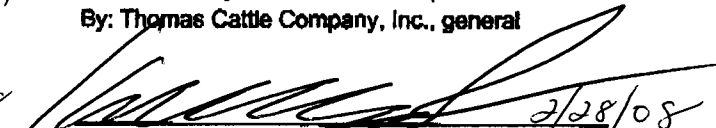
Dated: 2/27/08

5/11/11

  
Kurt C. Thomas  
partner  
(Date) 2/28/08

  
Melinda A. Thomas  
(Date) 2/28/08

Thomas Family Limited Partnership  
By: Thomas Cattle Company, Inc., general

  
Kurt C. Thomas, President  
(Date) 2/28/08

  
Attest: Melinda A. Thomas, Secretary

Northwest Farm Credit Services, FLCA

By: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Kern

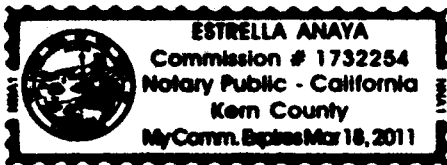
On February 28, 2008 before me, Estrella Anaya, Notary,  
Date Here Insert Name and Title of the Officer  
personally appeared Kurt C Thomas  
Name(s) of Signer(s)

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 Estrella Anaya  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Consent Document

Document Date: 2/28/08 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Kurt C Thomas

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

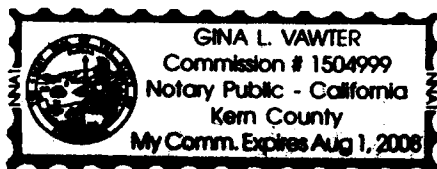
State of California

County of Kern

On February 28, 2008 before me, Gina L. Vawter, Notary Public

personally appeared Melinda A. Thomas

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 Gina L. Vawter

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Consent

Document Date: Feb. 28, 2008

Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



\_\_\_\_\_  
Kurt C. Thomas (Date)  
partner

\_\_\_\_\_  
Melinda A. Thomas (Date)

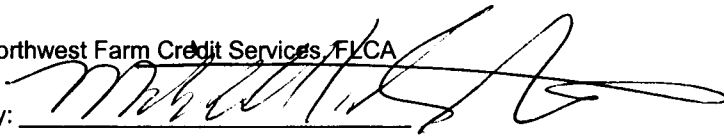
Thomas Family Limited Partnership  
By: Thomas Cattle Company, Inc., general

\_\_\_\_\_  
Kurt C. Thomas, President (Date)

\_\_\_\_\_  
Attest: Melinda A. Thomas, Secretary

Northwest Farm Credit Services, FLCA

By: \_\_\_\_\_

A large, stylized handwritten signature in black ink, appearing to be 'Melinda A. Thomas', is written over the signature line and extends upwards into the space above the line.

State of Oregon  
County of Klamath

This instrument was acknowledged before me on February 28, 2008 by Mitchell Stokes as  
an authorized signer for Northwest Farm Credit Services, FLCA.

Cherice J. Treaswell

(Notary Public for Oregon)

My commission expires 6/17/2008

## EXHIBIT "B"

Ingress and egress access to the WRP easement described in Exhibit "A", is provided by an existing 50' wide easement to the property owned by the grantors and a 30' wide easement over a parcel of land owned by grantors in Section 13 and 24, Township 34 South, Range 7 1/2 East, Willamette Meridian, Klamath County, Oregon, as shown on the WRP Map of Survey. The centerline of the 50 foot wide (Parcel 1), and the 30 foot wide (Parcel 2) ingress and egress access easements, are more particularly described as follows:

### PARCEL 1:

Commencing at the Southeast corner of the NE1/4 of said Section 24; thence North 00°03'20" West along the section line 1194.78 feet; thence South 82°39'36" West, 25.20 feet to the point of beginning for the centerline of this easement; thence South 00°03'20" East parallel with and 25.00 feet westerly of the section line 1191.58 feet; thence South 00°03'24" parallel with and 25.00 feet westerly of the section line 1346.71 feet; thence South 88°57'13" East, parallel with and 25.00 feet southerly of the north line of Government Lot 4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, a distance of 922.12 feet; thence South 05°32'32" East parallel with and 25.00 feet westerly of the westerly right of way line of Modoc Point Road (formerly Oregon State Highway No. 427), a distance of 657.51 feet to a point on the centerline of an existing roadway easement; thence North 60°36'37" East, 27.33 feet to a point on the westerly right of way line of said Modoc Point Road, said point being the terminus of said 50' wide access easement.

### PARCEL 2:

Commencing at the Southeast corner of the NE1/4 of said Section 24; thence North 00°03'20" West along the section line 1194.78 feet; thence South 82°39'36" West, 15.12 feet to the point of beginning for the centerline of this easement; thence North 00°03'20" West, parallel with and 15.00 feet westerly of the section line, a distance of 1297.4 feet more or less to a point on the centerline of an existing gravel road, said point being 153 feet more or less southerly of the northeast corner of said Section 24; thence along the centerline of the existing gravel road the following courses, South 87°01'10" West, 673.76 feet; thence North 80°26'04" West, 219.70 feet; thence North 42°04'04" West, 181.14 feet; thence South 89°31'22" West, 351.27 feet; thence North 58°20'59" West, 256.38 feet; thence North 88°59'52" West, 668.39 feet; thence South 84°51'07" West, 342.10 feet; thence South 15°04'35" West, 118.07 feet; thence South 27°09'34" East, 368.44 feet; thence South 00°23'38" West, 395.61 feet; thence South 20°44'53" East, 297.55 feet; thence South 00°13'48" East, 414.58 feet; thence South 08°03'57" East, 670.30 feet; thence South 11°28'00" East, 422.58 feet; thence South 10°14'43" West, 573.33 feet; thence South 15°14'26" West, 929.92 feet; thence South 78°35'16" West, 259.92 feet to the terminus of said 30' wide access easement.

## **AGENCY RANCH**

### **EXHIBIT D** **WATER USES AND WATER RIGHTS**

Notwithstanding anything to the contrary in the Warranty Easement Deed to which this Exhibit D is attached:

#### **I. Water Uses and Water Rights Reserved to the Grantor ("Landowner")**

The following is incorporated as Part II.F to the Warranty Easement Deed:

- A. Identify with specificity each water use<sup>1</sup> that the NRCS determines the Landowner may continue on, across, or under the easement area without harming the purposes of the easement.

[Except for the water rights encumbered by the NRCS Wetlands Reserve Program Agreement No. 66-0436-7-011, as provided under Item II below, Landowner reserves ownership of all water rights.]

- B. For each water use described above, identify the water right,<sup>2</sup> or portion of a water right, that is associated with that use. These are the only water rights, or portions of water rights, that the Landowner reserves for continuing agricultural or other uses. All details of each reserved water right, or reserved portion of a water right, must be specified, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use.

[The reserved water rights, include without limitation, the following, subject to the terms and conditions specified therein: (1) Claim No. KA-67, as modified by Transfer No. T-13673, and (2) Certificate Nos. 42934, 42935, and 42936.]

#### **II. Encumbered Water Uses and Water Rights for Easement Purposes**

The following is incorporated as Part III.F to the Warranty Easement Deed:

- A. Describe with specificity water uses that the NRCS determines are necessary to accomplish the purposes of the easement.

---

<sup>1</sup> For purposes of this exhibit, the term "water use" means activities that control water or the use of water instream or in situ. The term includes but is not limited to: diverting water from its natural source; conveying water in canals, ditches, laterals, flumes, or pipelines; storing water in reservoirs, impoundments, or ponds; pumping or otherwise controlling groundwater; developing springs; and intentionally leaving a quantity of water instream or in situ for a particular purpose.

<sup>2</sup> For purposes of this exhibit, the term "water right" means an instrument, filing, or document that is associated with a particular water use. The term "water right" may include, but is not limited to water permits, water shares or stock certificates, water reservations, water allotments, or water contracts.

[Specifically, NRCS encumbers a portion of Claim No. KA-67, as modified by Transfer No. T-13673, authorizing the use of up to 750 acre-feet of water per year.]

- B. For each water use described in II.A. above, identify any associated existing water right or portion of a water right. These water rights are encumbered by the Warranty Easement Deed for easement purposes, together with any associated rights-of-way, water conveyance and diversion structures, and water use equipment. Specify below details of each encumbered water right, or portion of a water right, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use. The reserved water rights, points of diversion, and conveyance structures are those that existed prior to execution of the WRP easement and are recorded by the State of Oregon, Department of Water Resources State Engineer, for the tributaries named above and that are lawfully allocated.

[Specifically, NRCS encumbers a portion of Claim No. KA-67, as modified by Transfer No. T-13673, authorizing the use of up to 750 acre-feet of water per year, with a priority date of October 15, 1864.]

### **III. Protection of Encumbered Water Rights**

The Landowner shall protect the encumbered water uses and rights identified in II.A. and II.B. above by:

- A. Continuing to use the water for easement purposes so as to not abandon or forfeit any water rights by action or inaction.
- B. Providing NRCS with any reports provided by or to state water officials, of water diversions and evidence of use, such as records of dates of impoundment.
- C. Providing NRCS with all notices concerning water rights, including notices of abandonment or forfeiture, from state water officials.
- D. Allowing NRCS to enter property to continue use of the water right to prevent abandonment or forfeiture.
- E. Attempting to administratively prevent abandonment or forfeiture.
- F. Never changing the water right(s) to another use, including sale or transfer of such water right, or conversion to another conservation use.