

Grantor hereby **RESERVES** and **EXCLUDES** from the conveyance hereunder for the benefit of itself and its successors and assigns forever all of the oil, gas and other minerals located under and that may be produced from the Property, together with rights to access, use, capture, and distribute all of the water located below the surface of the property, including but not limited to ground water, aquifers, wellfields underground streams or similar bodies of water, including the right to pool or unitize the Property or portions thereof with other lands for the purpose of exploration, production development of oil, gas, minerals and water. Grantor expressly does convey and agree that Grantee and its successors and assigns may install and maintain irrigation wells with a capacity not to exceed three hundred gallons per minute (300gpm), no closer than three hundred feet (300') from another irrigation well, and no closer than five hundred feet (500') from the existing wells of Grantor. Collectively, the reservation of rights with respect to oil, gas, minerals and water is hereinafter referred to as the "Reserved Interest".

Grantor, with respect to the Reserved Interest, hereby expressly agrees, on behalf of itself and its successors and assigns, to exercise all rights of ingress and egress, and all other rights of every kind and character whatsoever, to enter upon or to use the surface of the Property or any part thereof for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas, minerals and water under the Property, in such a way so as not to interfere with Grantee's use of or operations on the Property or diminish or impair the value of the Property or any improvements thereon, including by using directional drilling or other methods of development, production and extraction that will minimize interference with Grantee's use of the surface of the Property.