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Vol M01 Page 64619

State of Oregon, County of Klamath
Recorded 12/18/01 11:57a m.
Vol M01, Pg 64619-26
Linda Smith, County Clerk
Fee \$ 56⁰⁰ # of Pgs 8

GRANT OF WATER RIGHTS AND EASEMENTS

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BARNES LOVING TRUST ("GRANTOR") HEREBY GRANTS AND CONVEYS TO CHRISTINA, JOSEPH AND DEANN WATKINS ("GRANTEE"), THE FOLLOWING RIGHTS, PRIVILEGES, EASEMENTS AND INTERESTS OVER THAN CERTAIN REAL PROPERTY DESCRIBED IN "EXHIBIT A" ATTACHED HERETO (THE "PROPERTY") AND DEPICTED ON THE SITE PLAN (THE "SITE PLAN") ATTACHED HERETO (THE "EASEMENT AREA"):

THE RIGHT TO CONSTRUCT, OPERATE, IMPROVE, MAINTAIN AND REPAIR A WATER WELL WITHIN THE EASEMENT ARE AS SHOWN ON THE SITE PLAN (THE "WELL"); TOGETHER WITH NON-EXCLUSIVE EASEMENTS ON, ACROSS, OVER AND UNDER THE PROPERTY, FOR THE PURPOSE OF CONSTRUCTION, LAYING, MAINTAINING, REPAIRING AND IMPROVING PIPELINES AND ACCESS ROADS TO THE WELL. THE EASEMENT AND RIGHT-OF-WAY GRANTED HEREIN ARE IN GROSS AND INCLUDE INCIDENTAL RIGHTS TO ENTER UPON AND PASS AND RE-PASS OVER AND ALONG THE EASEMENT AREA FOR THE CONSTRUCTION (INCLUDING, WITHOUT LIMITATION, GRADING, EXCAVATION AND COMPACTION OF THE EASEMENT AREA), RECONSTRUCTION, ENLARGEMENT, IMPROVEMENT, REPAIR, OPERATION AND MAINTENANCE OF THE FACILITIES TO BE CONSTRUCTED BY GRANTEE AND FOR INGRESS AND EGRESS TO GRANTEE'S PROPERTY. AFTER COMPLETION OF ANY WORK PERFORMED BY GRANTEE OR ITS AGENTS, CONTRACTORS OR EMPLOYEES WHICH DISTURBS THE SURFACE OF GRANTOR'S PROPERTY, GRANTEE SHALL RESTORE THE SURFACE OF SUCH AREA AS CLOSE AS REASONABLE TO ITS ORIGINAL CONDITION.

THE EASEMENT RIGHT-OF-WAY GRANTED HEREIN ARE SUBJECT TO THE RIGHTS OF GRANTOR, ITS SUCCESSORS AND ASSIGNS, TO USE THE SURFACE AND SUBSURFACE OF THE LAND WITHIN THE EASEMENT AREA TO THE EXTENT THAT SUCH USE IS COMPATIBLE WITH THE FULL AND FREE EXERCISE OF THE EASEMENT AND RIGHT-OF-WAY BY GRANTEE.

NO FILL OR PAVING OF ANY NATURE SHALL BE PLACED OR MAINTAINED ON THE SURFACE OF THE GROUND WITHIN THE EASEMENT AREA, NOR SHALL ANY FILL MATERIAL BE REMOVED FROM THE COVER OF THE PIPELINES AFTER CONSTRUCTION WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT FOR DRIVEWAYS AND ROAD.

GRANTEE SHALL HAVE THE RIGHT TO REMOVE, TRIM, CUT, AND CLEAR AWAY ANY TREES AND BRUSH WHENEVER IN GRANTEE'S REASONABLE JUDGMENT THE SAME SHALL BE NECESSARY FOR THE CONVENIENT AND SAFE EXERCISE OF THE RIGHTS GRANTED HEREBY.

GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT AT ANY TIME, AND FROM TIME TO TIME, UPON THE PRIOR WRITTEN APPROVAL OF GRANTOR, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED, TO RELOCATE THE EASEMENTS, RIGHTS, PRIVILEGES, AND RIGHTS-OF-WAY GRANTED HEREBY, BY RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF KLAMATH COUNTY THIS GRANT OF

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WATER RIGHTS AND EASEMENTS WITH EXHIBITS SHOWING THE LEGAL DESCRIPTIONS AND SKETCH OF THE AFFECTED PROPERTIES. AT EITHER PARTY'S REQUESTS, THE OTHER PARTY SHALL PROMPTLY JOIN IN ANY SPECIFIC GRANT OR CONVEYANCE OR INSTRUMENT SPECIFICALLY RELOCATING ANY SUCH EASEMENT, RIGHT, PRIVILEGE OR RIGHT-OF-WAY GRANTED TO GRANTEE HEREIN.

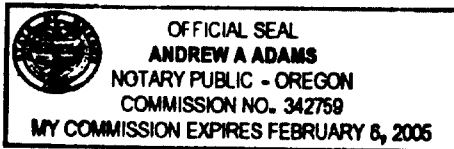
IN WITNESS WHEREOF, GRANTOR HAS EXECUTED THIS INSTRUMENT AS OF THE DAY AND YEAR FIRST SET FORTH ABOVE.

X James M. Barnes Trust
BARNES LOVING TRUST
JAMES M. BARNES, TRUSTEE

STATE OF OREGON

COUNTY OF JACKSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 11/28, 2001 BY JAMES M. BARNES, TRUSTEE OF BARNES LOVING TRUST.



Andrew A. Adams
NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES 2/6/05

GRANT OF WATER RIGHTS AND EASEMENTS

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CHRISTINA, JOSEPH AND DEANN WATKINS ("GRANTOR") HEREBY GRANTS AND CONVEYS TO BARNES LOVING TRUST ("GRANTEE"), THE FOLLOWING RIGHTS, PRIVILEGES, EASEMENTS AND INTERESTS OVER THAN CERTAIN REAL PROPERTY DESCRIBED IN "EXHIBIT B ATTACHED HERETO (THE "PROPERTY") AND DEPICTED ON THE SITE PLAN (THE "SITE PLAN") ATTACHED HERETO (THE "EASEMENT AREA"):

THE RIGHT TO CONSTRUCT, OPERATE, IMPROVE, MAINTAIN AND REPAIR A WATER WELL WITHIN THE EASEMENT ARE AS SHOWN ON THE SITE PLAN (THE "WELL"); TOGETHER WITH NON-EXCLUSIVE EASEMENTS ON, ACROSS, OVER AND UNDER THE PROPERTY, FOR THE PURPOSE OF CONSTRUCTION, LAYING, MAINTAINING, REPAIRING AND IMPROVING PIPELINES AND ACCESS ROADS TO THE WELL. THE EASEMENT AND RIGHT-OF-WAY GRANTED HEREIN ARE IN GROSS AND INCLUDE INCIDENTAL RIGHTS TO ENTER UPON AND PASS AND RE-PASS OVER AND ALONG THE EASEMENT AREA FOR THE CONSTRUCTION (INCLUDING, WITHOUT LIMITATION, GRADING, EXCAVATION AND COMPACTION OF THE EASEMENT AREA), RECONSTRUCTION, ENLARGEMENT, IMPROVEMENT, REPAIR, OPERATION AND MAINTENANCE OF THE FACILITIES TO BE CONSTRUCTED BY GRANTEE AND FOR INGRESS AND EGRESS TO GRANTEE'S PROPERTY. AFTER COMPLETION OF ANY WORK PERFORMED BY GRANTEE OR ITS AGENTS, CONTRACTORS OR EMPLOYEES WHICH DISTURBS THE SURFACE OF GRANTOR'S PROPERTY, GRANTEE SHALL RESTORE THE SURFACE OF SUCH AREA AS CLOSE AS REASONABLE TO ITS ORIGINAL CONDITION.

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WATER RIGHTS AND EASEMENTS WITH EXHIBITS SHOWING THE LEGAL DESCRIPTIONS AND SKETCH OF THE AFFECTED PROPERTIES. AT EITHER PARTY'S REQUESTS, THE OTHER PARTY SHALL PROMPTLY JOIN IN ANY SPECIFIC GRANT OR CONVEYANCE OR INSTRUMENT SPECIFICALLY RELOCATING ANY SUCH EASEMENT, RIGHT, PRIVILEGE OR RIGHT-OF-WAY GRANTED TO GRANTEE HEREIN.

IN WITNESS WHEREOF, GRANTOR HAS EXECUTED THIS INSTRUMENT AS OF THE DAY AND YEAR FIRST SET FORTH ABOVE.

Christina Watkins
CHRISTINA WATKINS

Joseph Watkins
JOSEPH WATKINS

Deann Watkins
DEANN WATKINS

STATE OF OREGON

COUNTY OF KLAMATH

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON NOVEMBER 17, 2001 BY CHRISTINA WATKINS, JOESPH WATKINS AND DEANN WATKINS.



Sandra L. Ensor
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 12/8/04

7648

KNOW ALL MEN BY THESE PRESENTS, That.....JAMES M. BARNES.....

hereinafter called grantor,
or the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto.....hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of KLAMATH, State of Oregon, described as follows, to-wit:****JAMES M. BARNES, TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE
BARNES LOVING TRUST, DATED MAY 17, 1990, AND ANY AMENDMENTS THERETO.A PORTION OF THE SW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 10
EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF KLAMATH, STATE
OF OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3; THENCE NORTH
1,329.03 FEET; THENCE N 89° 53' 18" E 334.94 FEET TO THE TRUE POINT OF
BEGINNING; THENCE N 89° 53' 18" E 1009.00 FEET; THENCE S 29° 07' 28" E
82.61 FEET; THENCE N 00° 52' 32" E 338.31 FEET; THENCE N 89° 53' 18" W
630.00 FEET; THENCE N 54° 45' 54" W 151.76 FEET; THENCE N 00° 06' 42" E
150.00 FEET TO THE TRUE POINT OF BEGINNING.

This Bearing should be S 60° 52' 32" W

Exhibit A

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

① However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate to which of the sentences below it has applied, if not applicable, should be deleted - See ORS 93.030.)In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.In Witness Whereof, the grantor has executed this instrument this 10th day of JULY, 1990;
if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly author-
ized to do so by order of its board of directors.THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-
SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND
USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING
THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR
COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.(If executed by a corporation, affix corporate seal and
use the form of acknowledgment opposite.)

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on
JULY 10, 1990 by
JAMES M. BARNES

(SEAL)

My commission expires: 10/31/91

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

JAMES M. BARNES

PO BOX 397

MERRILL, OREGON 97633

GRANTOR'S NAME AND ADDRESS

STATE OF OREGON,

County of Klamath

I certify that the within instru-
ment was received for record on the

64624

200 AUG -8 PM 3:17

MT51599-TA
WARRANTY DEED

Exhibit B
Vol MOO Page 29052

64625

TRUSTEES OF THE BARNES LOVING TRUST DATED MAY 17, 1990,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
CHRISTINA A. WATKINS, JOSEPH WATKINS AND DEANN WATKINS, AS TENANTS BY THE
ENTIRETY, ALL AS TENANTS IN COMMON.,
Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of KLAMATH and State of Oregon, to wit:

A TRACT OF LAND SITUATED IN THE SW 1/4 OF SECTION 3, TOWNSHIP 41 SOUTH,
RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, A MORE
COMPLETE LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A".

SUBJECT TO: all those items of record and those apparent upon the land, if
any, as of the date of this deed and those shown below, if any:
and the grantor will warrant and forever defend the said premises and every
part and parcel thereof against the lawful claims and demands of all persons
whomsoever, except those claiming under the above described encumbrances.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT
IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is 27,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the
following address: P.O. BOX 948, MERRILL, OR 97635

Dated this 8th day of Aug, 2000

TRUSTEES OF THE BARNES LOVING TRUST
DATED MAY 17, 1990

BY: J. James M. Barnes
JAMES M. BARNES, TRUSTEE

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on Aug 7, 2000 by .

[Signature]

(Notary Public for Oregon)

My commission expires 6-19-04

ESCROW NO. MT51599-TA

Return to:
CHRISTINA ANN WATKINS
P.O. BOX 948
MERRILL, OR 97635



Exhibit B

29053

64626

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the SW1/4 of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Section 3; thence North 89 degrees 55' 10" East along the South line of said Section 3, 1694.60 feet to a point that is on the Southerly extension of an existing fence line, and is the Southerly corner common to Parcels 1 and 2 of said Minor Land Partition 38-85, thence along said extension and existing fence line, which is the line common to said Parcels 1 and 2, as follows: North 01 degrees 31' 30" West, 441.30 feet, North 00 degrees 45' 24" East, 347.05 feet, North 09 degrees 26' 00" East, 149.99 feet, North 32 degrees 34' 07" East, 280.40 feet North 19 degrees 19' 47" West, 218.90 feet and North 00 degrees 37' 09" West, 136.27 feet; thence leaving said fence line North 33 degrees 22' 10" West, 51.63 feet to a point on the Northwesterly line of that tract of land described in Deed Volume 216, page 233, Deed Records of Klamath County, Oregon, which is also the Northerly corner common to said Parcels 1 and 2; thence, along said Northwesterly line, South 56 degrees 37' 50" West, (South 56 degrees 24' West by deed) 426.44 feet to a point on the East-West center line of said SW1/4; thence North 89 degrees 53' 18" West 42.24 feet to the SW1/16 corner of said Section 3; thence along the lines of Parcel 1 of Minor Land Partition 38-85, South 29 degrees 07' 28" East, 82.61 feet, South 60 degrees 52' 32" West, 338.31 feet, North 89 degrees 53' 18" West, 630.00 feet, North 54 degrees 45' 54" West, 151.76 feet and North 00 degrees 06' 42" East 150.00 feet to a point on said East-West centerline; thence North 89 degrees 53' 18" West, 334.94 feet to the S1/16 corner common to Sections 3 and 4 of said Township and Range; thence South 00 degrees 47' 23" West, 1329.03 feet to the point of beginning with bearings based on the survey map of said Minor Land Partition 38-85.

Together with and easement for ingress and egress as reserved in Warranty Deed recorded January 29, 1991 in Volume M91, page 1810, Microfilm Records of Klamath County, Oregon, across a strip of land 30 feet in width, being over and across the NE1/4 SW1/4, SE1/4 SW1/4 and SW1/4 SW1/4 of said Section 3, said strip of land being 30 feet Southerly (to left when traversing in a Westerly direction) of, and measured at right angles to the following described line: (the intent of the following description is to describe the Northerly line of said strip):

Beginning at a point on the centerline of the Merrill Pit County Road, said point being on the East line of the SE1/4 SW1/4 of said Section 3, and said point being North 00 degrees 12' 10" West a distance of 1178.75 feet from the 1 1/4" iron pin marking the South one-fourth quarter of Section 3; thence North 67 degrees 31' 40" West, 361.36 feet; thence North 34 degrees 26' 30" West, 447.69 feet; thence North 87 degrees 23' 10" West 128.14 feet; thence South 54 degrees 25' 10" West, 669.64 feet; thence South 60 degrees 24' 00" West, 645.04 feet; thence North 17 degrees 37' 45" West, 228.18 feet, EXCEPTING that portion within the Merrill Pit County Road right-of-way, and excepting, that portion lying within the Parcel first described above.

State of Oregon, County of Klamath
Recorded 08/08/00, at 3:17 p. m.
In Vol. M00 Page 29052
Linda Smith,
County Clerk Fee \$ 26.00