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Klamath County, Oregon

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Pages 5 Fee: \$41.00

RECORDING COVER SHEET

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After Recording Return To:

Mike Ratliff, Attorney at Law
Attention: Kay
905 Main Street, Suite 200
Klamath Falls, OR 97601

1. Name(s) of the Transaction(s):

Grant of Drain Easement

2. Direct Party (Grantor):

James L. Moore and Cheryl L. Moore, husband and wife

3. Indirect Party (Grantee):

Klamath Basin Storage, LLC, an Oregon limited liability company

4. True and Actual Consideration Paid:

none given

5. Legal Description:

See attached for legal description

41.00

GRANT OF DRAIN EASEMENT

WE, JAMES L. MOORE and CHERYL L. MOORE, husband and wife, of the City of Merrill, County of Klamath, State of Oregon (hereinafter referred to as "Grantor"), for good and sufficient consideration do hereby grant and convey to KLAMATH BASIN STORAGE, LLC., an Oregon Limited Liability Company (hereinafter referred to as "Grantee"), an easement for a certain drain, more particularly designated and described below, over and across real property owned by us and situated in the County of Klamath, State of Oregon, and more particularly described as follows, to-wit:

PARCEL C:

The portion of land situated in the SE¼ of Section 3, Township 41 South, Range 10 East of the Willamette Meridian lying Easterly of the Central Pacific Railway Company land (railway land is described in Deed Book 85, Page 145, recorded January 14, 1929), and Government Lots 6 and 7 of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon,

EXCEPTING THEREFROM Falvey Road

The easement conveyed and released by this instrument is for the sole purpose of providing for water drainage across the hereinabove described real property, to the benefit of the following real properties, Parcels A and B, and shall run with the land, situated in the County of Klamath, State of Oregon, and more particularly described as follows, to-wit:

PARCEL A:

A parcel of land situated in the SE¼ of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at an axle marking the Southwest corner of said SE¼; thence North 00°17'30" East along the centerline of Merrill Pit Road, a county road 30.00 feet; thence South 89°04'13" East, 30.00 feet to the Easterly right of way line of said Merrill Pit Road and the point of beginning for this description; thence North 00°17'30" East along said right of way line, 2609.75 feet; thence South 89°40'30" East, 258.42 feet; thence South 09°06'53" East, 2652.97 feet to the Northerly right of way line of Falvey Road, a county road; thence North 89°04'13" West along said Northerly right of way line, 692.06 feet to the point of beginning.

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PARCEL B:

A parcel of land being that portion of the SE¼ of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, situated West of the Westerly right-of-way line of the Central Pacific Railway Company's ownership (described in Deed Book 85, Page 145, recorded January 14, 1929, in the office of the County Clerk of Klamath County), located in Township 41 South, Range 10 East, W.M., Klamath County, Oregon;

EXCEPTING THEREFROM a parcel of land, situated in said SE¼, described as follows:

COMMENCING at an axle marking the Southwest Corner of said SE¼ (the ¼ corner between Sections 3 and 10); thence N. 00°17'30" E. along the center line of Merrill Pit Road, a county road, 30.00 feet; thence South 89°04'13" E., 30 feet to the Easterly right-of-way line of said Merrill Pit Road and the POINT OF BEGINNING for this description; thence N. 00°17'30" E. along said right of way line, 2606.75 feet; thence S. 89°40'30" E., 258.42 feet; thence S. 89°06'53" E., 2652.97 feet to the Northerly right-of-way line of Falvey Road, a county road; thence N. 89°04'13" W., along said northerly right-of-way line 692.06 feet to the point of beginning, containing 28.49 acres, more or less.

SUBJECT PARCEL CONTAINS 93.32 ACRES, MORE OR LESS, after the county road rights-of-way have been excluded.

Said easement is centered on an existing ditch located in the SE¼ of Section 3, and in the SW¼ of Section 2, T41S, R10E, W.M., Klamath County, Oregon, with it's centerline being more particularly described as follows:

The route and course of the drain is described as follows:

COMMENCING at the ¼ corner of Sections 3 and 10, (from which the corner of Sections 2, 3, 10 and 11 bears S 89°04'04" E. 2695.66 feet); thence N. 76°07'27" E. 2493.42 feet to a point on the East boundary of said Parcel C, identical with a point on the Easterly right-of-way line of Central Pacific Railway Company land (described in Deed Book 85, Page 145, recorded January 14, 1929), which is the True Point of Beginning of this easement; thence East 600 feet, more or less, to Lost River.

This conveyance is based on the above-described line of route and shall be deemed to include the extreme width of the drain as it now exists. We also grant and convey to Grantee access adjacent to the drain for the maintenance of such drain; and it shall be deemed a sufficient conveyance to vest in Grantee, an easement in such lands for the uses

and purposes of drainage, together with such rights of entry on, passage over, deposit of excavated earth, and storage of material and equipment on such area as may be necessary or useful for the maintenance, cleaning out, and repair of such drain.

Grantor expressly release Grantee from any and all claims for damages arising in any way incident to the maintenance of the drain across the real property described as Parcel C above.

Except as to the rights herein granted, the Grantor shall have the full use and control of the property described above as Parcel C.

Grantee agrees to save and hold the Grantor harmless from any and all claims of third parties arising from the Grantee's use of the rights herein granted.

This easement shall be shall be a perpetual and nonexclusive easement.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility the Grantee

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also to their respective heirs, executors, administrators, assigns, and successors in interest.

IN WITNESS WHEREOF, we have executed this instrument at Klamath Falls, Oregon, on the date indicated below.

James L. Moore Cheryl L. Moore
James L. Moore Cheryl L. Moore
Date: 10/30/2005 Date: 10/30/2005

(Acknowledgments appear hereafter on page 4)

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STATE OF OREGON; County of Klamath) ss.



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 30th day of November, 2005, by James L. Moore.



Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/2007

STATE OF OREGON; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 30th day of
November, 2005, by Cheryl L. Moore.

Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/2007

