

2010-008396

Klamath County, Oregon

After recording return to:

Michael J. Martinis

110 Madrona Avenue SE / PO Box 3938

Salem, OR 97302



00087216201000083960040040

07/13/2010 08:29:07 AM

Fee: \$52.00

**EASEMENT FOR CONSTRUCTION, LOCATION AND MAINTENANCE
OF IRRIGATION PIPELINE**

Donald L. Moore, Michael A. Moore and Patrick D. Moore, Grantors, their heirs, successors, personal representatives and assigns, do hereby grant, bargain, sell, assign and set over unto Jack Platt and Marilyn Platt, husband and wife, Grantees, their heirs, successors, personal representatives and assigns, an exclusive easement in perpetuity over and across a portion of the following described real property located in Klamath County, State of Oregon. The true and actual consideration for this easement is execution of a Farm Lease between the parties.

220 farmable acres described: All that part of W1/2 of the NW1/4 SW1/4, Sec. 18, T. 40 S., R 10 E, W. M., lying southerly of and from the U.S. Government Reclamation drainage canal, containing 6 acres, more or less; the W1/2 of the SW1/4 SW1/4, said Sec. 18, containing 20 acres, more or less; W1/2 W1/2, SE1/4 SW1/4, SW1/4 SE1/4, Sec. 19; NW1/4 SW1/4, Sec. 30; N1/2 NW1/2, Sec. 31, said T. & R.; SW1/4 SE1/4, SE1/4 SE1/4; Sec. 13, T. 40 S., R. 9#, W.M.; NE1/4, SE1/4, Sec. 24; NE1/4, Sec. 25; SE1/4 SW1/4, SE1/4, Sec. 25, T. 40 S., R. 9E, W.M.; containing in all 220 acres, more or less.

Excluding therefrom all residential structures and outbuildings associated therewith, situated upon the above-described real property, together with an area of one acre around the same, and further excluding the existing pasture utilized by the aforesaid residence and outbuildings.

This easement is for the purposes of construction, location and maintenance of the irrigation pipeline which runs through the above described real property in the approximate location depicted on Exhibit A attached hereto and by this reference incorporated herein, together with the pump site situated thereon.

This easement is for the benefit of and appurtenant to the real property Grantees are leasing from Grantors, or any portion thereof, which is defined as the "Dominant Estate" and which is legally described as follows:

Parcel 1 of Land Partition 43-07, being a portion of the N1/2 of the SE1/4 of Section 13, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2 of Land Partition 43-07, being a portion of the N1/2 of the SE1/4 of Section 13, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

That portion of the NE1/4 of the SE1/4 of Section 13, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of U.S.B.R. No. 5 Drain. Excepting therefrom Parcel 2 of Land Partition 43-07, being a portion of the N1/2 of the SE1/4 of Section 13, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

This easement is over and across a portion of the Grantors' real property the actual course and location of which is legally described as follows:

220 farmable acres described: All that part of W1/2 of the NW1/4 SW1/4, Sec. 18, T. 40 S., R 10 E, W. M., lying southerly of and from the U.S. Government Reclamation drainage canal, containing 6 acres, more or less; the W1/2 of the SW1/4 SW1/4, said Sec. 18, containing 20 acres, more or less; W1/2 W1/2, SE1/4 SW1/4, SW1/4 SE1/4, Sec. 19: NW1/4 SW1/4, Sec. 30: N1/2 NW1/2, Sec. 31, said T. & R.; SW1/4 SE1/4, SE1/4 SE1/4; Sec. 13, T. 40 S., R. 9#, W.M.; NE1/4, SE1/4, Sec. 24; NE1/4, Sec. 25; SE1/4 SW1/4, SE1/4, Sec. 25, T. 40 S., R. 9E, W.M.; containing in all 220 acres, more or less.

Excluding therefrom all residential structures and outbuildings associated therewith, situated upon the above-described real property, together with an area of one acre around the same, and further excluding the existing pasture utilized by the aforesaid residence and outbuildings.

which such real property is herein defined as the "Servient Estate."

The foregoing easement touches and concerns the property above-described and runs with the aforesaid land.

Grantees shall have the right to use the above-described easement for ingress and egress and access purposes for constructing, maintaining and repairing water pipelines for use by Grantees on the real property leased by Grantees from Grantors appurtenant to the remaining real property of the Grantors. The Grantees agree that they shall not obstruct or otherwise impair others' use of the easement or permit vehicles, obstacles or obstructions to remain on the easement way.

Grantees shall keep the access way in good condition and repair. Any and all costs incurred for repairs or maintenance of the access way shall be borne by Grantees and Grantees shall promptly pay all such costs and indemnify and hold Grantors harmless therefrom. Grantees shall not permit or suffer any lien to attach to any part or the whole of Grantors' real property for any purpose whatsoever.

The parties agree that this Easement is the product of cooperative drafting and, as such, the maxim of interpretation against the draftsman is inapplicable and it will not be used in any future interpretation of any issues concerning this document.

This easement shall bind and inure to and be for the benefit of not only the immediate parties hereto but their representative heirs, personal representatives, successors and assigns as well.

Grantees agree that they shall save and hold the Grantors harmless from any and all claims, causes of action, suits, assertions of liability, fines and any and all damages of any nature

whatsoever resulting from Grantees' use of the above described easement access way or the use of Grantees' guests or invitees of the above described easement access way .

Should any suit or action be filed to enforce the terms of this agreement, or for the breach thereof, or for the rescission of the same, the losing party agrees to pay the prevailing party's reasonable attorney fees, costs and disbursements in any such suit, including any such attorney fees, costs or disbursements associated with any appeal therefrom.

WHEREFORE, the parties have set their hands on the dates set forth below.

GRANTORS:

Donald L. Moore
Donald L. Moore

Michael A. Moore
Michael A. Moore

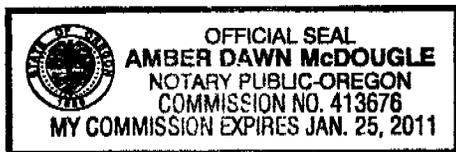
Patrick D. Moore
Patrick D. Moore

GRANTEES:

Jack Platt
Jack Platt

Marilyn Platt
Marilyn Platt

~~OREGON~~ IDAHO
STATE OF ~~OREGON~~, County of Klamath) ss.
On the 14th day of May, 2010, personally appeared before me the above-named Donald L. Moore and acknowledged the foregoing instrument to be his voluntary act and deed.



Amber Dawn McDougale
Notary Public for Oregon

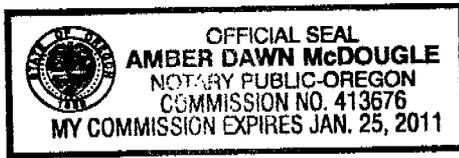
~~OREGON~~ IDAHO
STATE OF ~~OREGON~~, County of Benewah) ss.
On the 5th day of April, 2010, personally appeared before me the above-named Michael A. Moore and acknowledged the foregoing instrument to be his voluntary act and deed.



Karen J. Gibson
Notary Public for ~~Oregon~~ Idaho

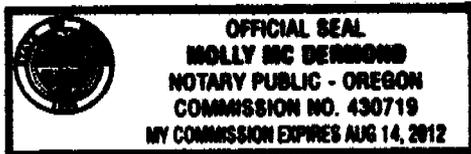
My Commission Expires July 1st, 2015

STATE OF OREGON, County of Klamath) ss.
On the 14th day of May, 2010, personally appeared before me the above-named
Patrick D. Moore and acknowledged the foregoing instrument to be his voluntary act and deed.



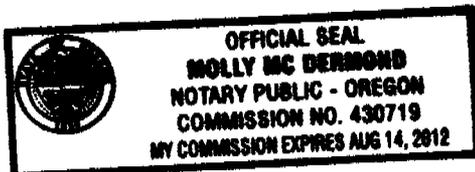
Amber Dawn McDougle
Notary Public for Oregon

STATE OF OREGON, County of Polk) ss.
On the 25 day of May, 2010, personally appeared before me the above-named
Jack Platt and acknowledged the foregoing instrument to be his voluntary act and deed.



Molly Mc Dermond
Notary Public for Oregon

STATE OF OREGON, County of Polk) ss.
On the 25 day of May, 2010, personally appeared before me the above-named
Marilyn Platt and acknowledged the foregoing instrument to be her voluntary act and deed.



Molly Mc Dermond
Notary Public for Oregon

[Platt/Moore/2010 2-26 Easement for Construction, Location and Maintenance of Irrigation Pipeline]

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Martinis & Hill
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