



2015-013424

Klamath County, Oregon

12/14/2015 10:12:16 AM

Fee: \$77.00

**CORRECTIVE
WARRANTY EASEMENT DEED
FROM
KUHLER DOBSON LLC
TO
THE UNITED STATES OF AMERICA
BY AND THROUGH
THE COMMODITY CREDIT CORPORATION**

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

This Corrective Warranty Easement Deed is being recorded only to correct the legal description of the easement area as described in Exhibit A to that Warranty Easement Deed from Kuhler Dobson, LLC to the United States of America by and through the Commodity Credit Corporation recorded March 18, 2005 Volume M05, Page 18005-12 of the Klamath County, Oregon Clerk Records.

CORRECTIVE WARRANTY EASEMENT DEED

This Corrective Warranty Easement Deed (this "Corrective Deed") is made by and between Kuhler Dobson LLC, a California limited liability company ("Grantor"), and the United States of America, by and through the Commodity Credit Corporation (the "United States"). The Grantor and the United States are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, the Grantor is the fee title owner of real property (the "Property") evidenced by the Statutory Warranty Deed (the "Fee Title Deed") dated July 31st, 2001 and recorded at Volume M01, Page 38573 of the records of the Clerk of Klamath County, Oregon, which Property is specifically described in Exhibit A to the Fee Title Deed;

WHEREAS, the Parties entered into an Option Agreement to Purchase dated July 26th, 2004 and amended February 2nd, 2005 (collectively, the "OAtP");

WHEREAS, the OAtP pertains to a Wetlands Reserve Program conservation easement (the "WRP Easement") purchased by the United States on a portion of the Property;

WHEREAS, a survey (the "Survey"), dated November, 2004, for the purpose of the WRP Easement was recorded as survey number 7055 with the Klamath County Surveyor;

WHEREAS, the Survey describes a portion of the Property to be encumbered by the WRP Easement;

WHEREAS, the OAtP and the Survey both list the acres to be encumbered by the WRP Easement as 152.1 acres;

WHEREAS, the intention of the Parties was to encumber a portion of the Property, specifically described in Exhibits A and B to this Corrective Deed, with the WRP Easement;

WHEREAS, the Grantor executed a Warranty Easement Deed (the "Prior Deed") on March 17th, 2005, conveying the WRP Easement to the United States, which Prior Deed was recorded on March 18th, 2005 at Volume M05, Page 18005-12 of the records of the Clerk of Klamath County, Oregon;

WHEREAS, the Prior Deed was mistakenly recorded with a legal description, found at Exhibit A to the Prior Deed, that describes the entire Property, rather than a portion thereof;

WHEREAS, the Parties intend hereby to correct the Prior Deed to reflect the correct legal description of the Easement Area and the route for ingress and egress thereto;

Witnesseth

NOW, THEREFORE, the lands encumbered by this Corrective Deed and the Prior Deed (the "Easement Area") are described in the attached Exhibit A and Exhibit B. The Parties acknowledge that the Easement Area described in the attached Exhibit A and the route for ingress and egress thereto described in the attached Exhibit B reflect the original, correct easement area intended by the OAtP, the Survey, and the Prior Deed. All other covenants, terms, and conditions of the Prior Deed shall remain unchanged and in full force and effect.

The remainder of this page is intentionally left blank.

TO HAVE AND TO HOLD, this Corrective Deed is granted to the United States and its successors and assigns in perpetuity. Grantor covenants that it is 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. Grantor covenants to comply with the terms and conditions enumerated in this Corrective Deed and in the Prior Deed 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 Corrective Deed or the Prior Deed.

Dated this 23 day of November, 2015.

Grantor: CLJGL M Dobson
Kuhler Dobson, LLC
By: Christopher M. Dobson
Its: Managing Member

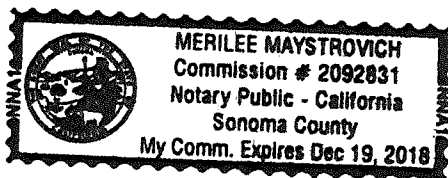
Acknowledgment

State of California

County of Sonoma

On this 23 day of November, 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher M. Dobson, an authorized representative of Kuhler Dobson, LLC, known or proved to me to be the person whose name is subscribed to the above instrument and acknowledged that he executed the same.

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



Merilee Maystrovich

Notary Public for the State of California

Residing at Sonoma County

My commission expires 12/19/2018

TO HAVE AND TO HOLD, this Corrective Deed is granted to the United States and its successors and assigns in perpetuity. Grantor covenants that it is 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. Grantor covenants to comply with the terms and conditions enumerated in this Corrective Deed and in the Prior Deed 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 Corrective Deed or the Prior Deed.

Dated this 2 day of December, 2015.

Grantor: _____

Kuhler Dobson, LLC

By: Stephan Edward Kuhler

Its: Managing Member

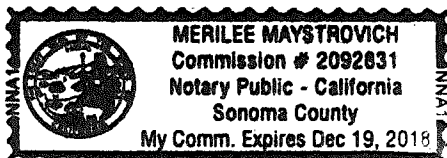
Acknowledgment

State of California

County of Sonoma

On this 2 day of December, 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephan Edward Kuhler, an authorized representative of Kuhler Dobson, LLC, known or proved to me to be the person whose name is subscribed to the above instrument and acknowledged that he executed the same.

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



Merilee Maystrovich

Notary Public for the State of California

Residing at Sonoma County

My commission expires 12/19/2018

Acceptance by the United States

I, Ronald Alvarado (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Corrective Warranty Easement Deed with respect to the rights and duties of the United States.

Dated this 09 day of December, 201 5.



United States Department of Agriculture, Natural Resources Conservation Service

By: Ronald Alvarado

Its: State Conservationist



CROSS ENGINEERING, INC. LLC

CIVIL ENGINEERING - LAND SURVEYING - PLANNING
409 PINE STREET - SUITE 304 - KLAMATH FALLS, OR 97601

Landowner: Kuhler-Dobson LLC
County: Klamath
WRP contract No: 66-0436-4-013

EXHIBIT "A"

Description of easement area:

Wetlands Reserve Program (WRP) Conservation easement over a parcel of land owned by grantors in Section 34 and Section 35, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, said parcel being a portion of Government Lots 1, 2, 3, 4, 5, 6, 7, 8, and 12, of said Section 34 and Lot 1 of said Section 35, conveyed to Christopher M. Dobson and Stephen Edward Kuhler as described in Deed Volume M01-38573 of the deed records of said Klamath County; being more particularly described as follows:

Beginning at a 2" iron pipe with brass cap marking the section corner common to said Sections 34 and 35, Township 39 South, Range 8 East, and Sections 2 and 3, Township 40 South, Range 8 East, Willamette Meridian, Klamath County, Oregon; thence N.89°49'10"W., 597.46 feet to the southwest corner of said Lot 4; thence northerly along the west lines of said Lots 4, 5, 12, 7, and 8, of said Section 34, the following five courses: N.14°34'28"E., 727.12 feet; N.28°34'55"W., 1325.30 feet; N.46°30'48"W., 1200.37 feet; N.33°39'33"W., 1245.17 feet; N.00°43'00"E., 1198.29 feet along the center section line of said Section 34; thence leaving said center section line, N.44°46'16"E., 57.32 feet to a point on the top of bank of a levee; thence easterly along the top of bank of said levee the following nine courses: S.64°03'28"E., 121.81 feet; N.83°23'33"E., 80.83 feet; N.63°11'05"E., 491.18 feet; S.87°30'00"E., 122.99 feet; S.71°24'11"E., 258.47 feet; S.65°48'02"E., 356.80 feet; S.63°50'03"E., 304.94 feet; S.50°37'16"E., 274.08 feet; S.89°25'10"E., 388.51 feet to a point on the top of bank on the west side of Klamath River; thence southerly along the top of bank on the west side Klamath River 4742 feet more or less to a point on the south line of Lot 1, Section 35, of said Township 39 South, Range 8 East; thence N.89°49'10"W., 206.00 feet to the Point of Beginning. Containing 152.1 acres more or less.

EXHIBIT "B"

Description of access to easement area:

Unlimited ingress and egress to the WRP easement described in Exhibit "A" is provided over a parcel of land owned by grantors in Section 27 and over a portion of Government Lot 8, Section 34, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, said parcels conveyed to Christopher M. Dobson and Stephen Edward Kuhler by Deed Volume M01-38573 of the deed records of said Klamath County; the centerline of a 30 foot wide ingress and egress access being more particularly described as follows:

Beginning at a point on the south line of the Klamath Falls-Ashland Highway (Oregon No. 66), said point being the intersection of said south line and the centerline of a 30 foot wide parcel of land described in said Deed Volume M01-38573; thence S.00°20'02"E., 4849.03 feet, along a line parallel with and 30' easterly of the north-south center section line of said Section 27, to a point on the north line of said Section 34; thence S.00°43'00"W., 312.33 feet; thence S.64°03'28"E., 150.00 feet, parallel and contiguous with the north line of said WRP easement, to the end of said access.