

17009

BARGAIN AND SALE DEED
RESERVING EASEMENTVol. m90 Page 13012

KNOW ALL MEN BY THESE PRESENTS that KLAMATH IRRIGATION DISTRICT, an Oregon Irrigation District, Grantor, has bargained and sold and by these presents does bargain and sell unto Louis P. Hill and Irene F. Hill, Husband and Wife, and Dale R. Hill Grantee, the following described premises in Klamath County, Oregon, to-wit:

All that portion of the Northeast One-Quarter of Section 35, Township 40 South, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon, included in the parcel of land described as follows:

Commencing at the northeast corner of Section 35 and running South 00 degrees 21' 00" West 286.70 feet along the East line of said Section; thence due West 30.70 feet to the point of beginning; thence South 31 degrees 32' 00" West 573.80 feet; thence North 69 degrees 49' 00" West 166.10 feet; thence North 33 degrees 15' 00" East 517.54 feet; thence South 89 degrees 39' 03" East 172.23 feet to the point of beginning. Containing 1.93 acres, more or less.

Subject to the easement, conditions, reservations and restrictions set forth on Exhibit A attached hereto and incorporated herein by this reference.

The consideration for this transfer is the payment to Grantor of \$6,200.00, and the agreements and covenants of Grantee set forth on Exhibit A.

"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." ORS 93.040

IN WITNESS whereof it has caused this Deed to be executed the day and year first herein written.

KLAMATH IRRIGATION DISTRICT

By Marty Chin
Its President

By David A. Solem
Its Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 13th day of June, 1990, personally appeared Marty Chin and David A. Solem, who being duly sworn, did each say: that Marty Chin is the President and David A. Solem is the Secretary of Klamath Irrigation District, and that the Seal affixed to this instrument is the official seal of said Irrigation District and that said instrument was signed on behalf of said Irrigation District by authority of its Board of Directors, and each of them acknowledged said instrument to be the voluntary act and deed of said Irrigation District.

BEFORE ME

Cindy E. Cherry
CINDY E. CHERRY Notary Public for Oregon
NOTARY PUBLIC-OREGON My commission expires: 4/12/91
My Commission Expires: 4/12/91

Until a change is requested all tax statements shall be sent to the following address: Mr. & Mrs. Louis P. Hill, Rt. 1, Box 657, Klamath Falls, OR 97603.

After recording return to: Mr. & Mrs. Louis P. Hill, Rt. 1, Box 657, Klamath Falls, OR 97603.

'90 JUL 2 PM 2 36

EXHIBIT A TO BARGAIN AND SALE DEED

Klamath Irrigation District, Grantor, and Louis P. Hill and Irene F. Hill, Husband and Wife, and Dale R. Hill, Grantee:

Conditions, reservations, restrictions and easement.

The subject property is conveyed SUBJECT TO THE FOLLOWING:

1. The land and all improvements thereon are conveyed in their "AS IS" condition and Grantor warrants nothing concerning the physical condition of the land and improvement or its fitness for any use.

2. Grantees shall not suffer or permit any waters to drain, seep or percolate from said premises into the Klamath Project System and Purchaser and their heirs, devisees, personal representatives, grantees, vendees, transferees, and assigns agree in all and any events to forever and in perpetuity indemnify, defend, and hold Klamath Irrigation District and the United States of America and their respective successors and assigns wholly harmless, without limitation by the following recital, from any and all claims, suits, actions, proceedings, liability, injuries, or damages including those which are not presently known or foreseeable arising, resulting, occurring, or attributable directly or indirectly in whole or in part to any such waters including the quality of such waters and any costs and expenses of cleaning, treating, or eliminating such waters.

3. Grantees and their heirs, devisees, personal representatives, grantees, vendees, transferees and assigns shall be responsible for constructing and maintaining a fence adequate to prevent children from obtaining access from the premises herein conveyed to the right of way of the 7 A Drain or any other adjacent right of way, canal, ditch or drain of the United States or controlled by Klamath Irrigation District and they agree in perpetuity to indemnify, defend and hold Klamath Irrigation District and the United States of America and their respective successors and assigns harmless from any and all claims, suits, actions, proceedings, liability, injuries or damages arising, resulting, occurring, directly or indirectly in whole are in part from their failure to construct and maintain such a fence.

4. Grantees take the property subject to the rights if any of the people currently in possession of the subject property.

5. All of the agreements, covenants, rights, grants, rights of way, easements, prescriptions and servitudes set forth on this Deed shall forever and perpetually run with and bind all of the land for the benefit of the Klamath Irrigation District, the United States and their respective successors and assigns.

6. Klamath Irrigation District hereby reserves and retains for the benefit of itself and the United States of America and for their respective successors and assigns a perpetual right, right of way, easement and servitude in and upon the land herein sold for all percolation, seepage, leakage, overflow, flooding or any failure or lack of drainage which now exists or which at any time heretofore has occurred or resulted from any irrigation or drainage facility now constructed or in existence or or near any part of the said premises.

7. Klamath Irrigation District hereby reserves and retains for the benefit of itself and the United States of America and for their respective successors and assigns, a perpetual easement over, across, on and through a strip of land 55 feet wide lying parallel to and located along the westerly boundary of the subject property. This easement is for the 7A Drain and for the maintenance, repair, improvement and operation of said drain and for any structures that may replace it.

Grantee acknowledges that at the time of the execution and delivery of this Deed, there are improvements, including a large shed on the area of this Easement. In the event that Grantor, or its successors or assigns, desires that said existing improvements and any additions and replacements thereto be removed from the area of the easement, Grantee, their successors and assigns, shall remove said improvements within 30 days after Grantor deposits a written demand for such removal in the United States mail, postage prepaid, and addressed to the last mailing address provided by Grantees or their successors in interest to Grantor.

In the event Grantee fails to remove said improvements, then Grantor may remove the improvements and shall have a lien against the land conveyed hereby for Grantor's actual costs of removing and disposing of said improvements. Said lien shall include any actual costs incurred by Grantor in enforcing and foreclosing its lien, including Grantor's attorney fees incurred in enforcing its lien and on any appeal therefrom.

Grantor shall have no duty after its use of the easement to restore the area of the easement to its prior condition and Grantor shall have no liability whatsoever for any interference to Grantee's use of the subject property caused by Grantor's use of the easement.

Grantor's extended non-use of the easement area shall not be deemed an abandonment of this easement.

This easement shall run with the land and shall bind, burden and benefit each party's successor's, assigns, lessees and mortgagees.

Grantee, by accepting this Deed, acknowledges and covenants that they have read the foregoing conditions, reservations and restrictions, that they accept the same, and that the conditions, reservations and easements set forth above were considered by Grantee in determining the amount of consideration paid by Grantee for the subject property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 2nd day
of July A.D., 19 90 at 2:36 o'clock PM., and duly recorded in Vol. M90
of _____ Deeds on Page 13012.

FEE \$38.00

Evelyn Biehn - County Clerk

By Pauline Muehlbauer