

EASEMENT

This Agreement is made as of the 1st day of August, 1990, by and between MARY P. ROBERTS, Grantor, and the KLAMATH IRRIGATION DISTRICT, an Oregon Irrigation District, Grantee.

RECITALS

The parties to this Agreement intend to create a permanent easement for agricultural irrigation and drainage purposes across the land of Grantor and for the benefit of the Grantee, the United States of America and their successors and assigns. The parties therefore agree as follows:

1. Grantor is the owner of the SE 1/4 of the SW 1/4 of Section 32, Township 39 S, Range 11 1/2 East in Klamath County, Oregon. Grantor's said property is located within the Klamath Irrigation District and is served with irrigation and drainage services by the Klamath Irrigation District pursuant to contracts between the District and the United States of America which owns the subject facilities.

2. Grantor, in consideration of the agreements of Grantee set forth hereinbelow, does hereby grant unto the Klamath Irrigation District 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 of Grantor described as follows, to-wit:

A strip of land 30 feet in width, the northerly boundary of which is the northerly boundary of the SE 1/4 of the SW 1/4 of Section 34, Township 39 S., Range 11 1/2 East in Klamath County, Oregon.

3. Grantee shall use said Easement and right of way for the purpose of constructing a spill drain between the United States Bureau of Reclamation F-5 Lateral and the USBR No. 21 Drain as shown on the map attached hereto as Exhibit A.

4. In consideration of the grant of this Easement, the Grantee agrees that within one year hereafter, it shall:

A. Fill all washouts that are now in the field between the F-5 Lateral and No. 21 Drain and along the northerly portion of the Grantor's above described property;

B. Grantee shall install field drain pipes, which pipes shall be provided by Grantor, at such locations as directed by Grantor;

C. Grantee shall shape the spill drain banks and shall clean the drain where it deems necessary; and

D. Grantee's performance shall be limited to a cost not to exceed \$2,000, which costs shall be determined as follows:

- (1) Use of excavator - \$280 per day

- (2) Use of dump trucks - \$144 per day per truck
- (3) Use of bulldozer - \$144 per day
- (4) Use of loader - \$144 per day
- (5) Labor not to exceed \$280 and charged at the current established rate used by Klamath Irrigation District for private work.

5. Grantor agrees that, following the completion of the work of Grantee described hereinabove, Grantor, her successors and assigns, shall in perpetuity maintain the field drains in good condition thereafter. Grantee shall in perpetuity maintain the spill drain in good condition thereafter.

6. As further consideration for the improvement of the spill drain by Grantee, Grantor does hereby grant to Grantee for itself and the benefit of the United States of America and their respective successors and assigns, a perpetual easement and servitude on the above described land 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 which may occur at any time in the future.

7. Grantor acknowledges and represents that the improvement of the field drains and future maintenance thereof is for the primary benefit of her land described hereinabove and that Grantee's failure to require that Grantor maintain the field drains in good working order in the future shall not be deemed an abandonment of this easement and shall not be deemed a waiver of the Grantee's right thereafter to require the specific performance of Grantor's covenants contained herein.

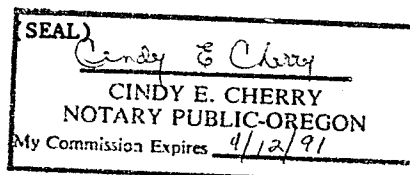
8. This easement shall run with the land and shall bind, burden and benefit each party's successors, assigns, lessees and mortgagees.

IN WITNESS WHEREOF Grantor has executed this Agreement as of the date first herein written.

Mary P. Roberts
MARY P. ROBERTS

STATE OF OREGON)
) SS
County of Klamath)

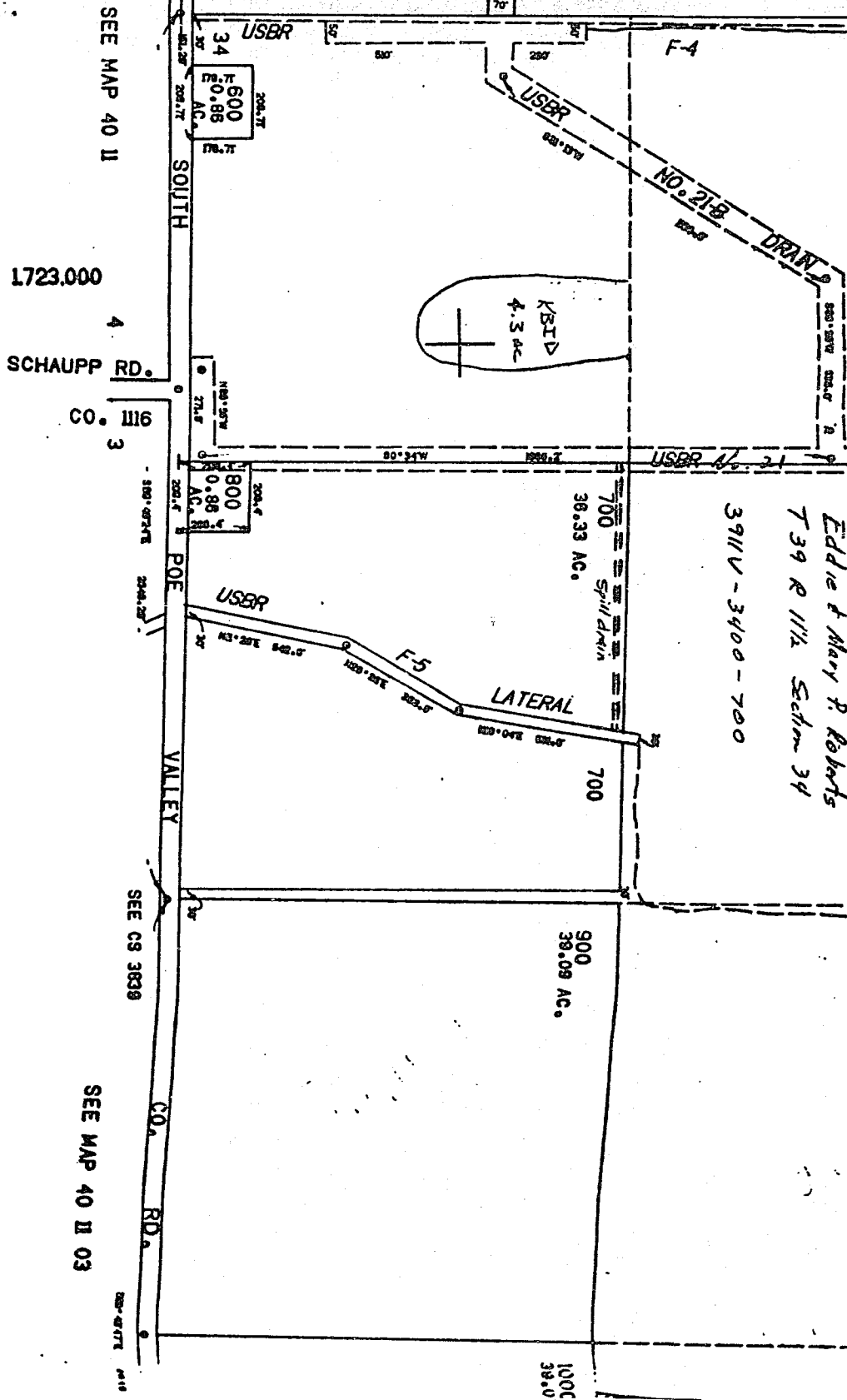
On this 21st day of ^{November}~~August~~, 1990, personally appeared Mary P. Roberts who acknowledged the foregoing instrument to be her voluntary act and deed.



Before Me:

Cindy E. Cherry
Notary Public for Oregon
My commission expires: 4/12/91

After recording return to: Klamath Irrigation District, 6640 KID Lane, Klamath Falls, OR 97603.



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Klamath Irrigation Dist. the 27th day of Nov. A.D., 19 90 at 3:28 o'clock P M., and duly recorded in Vol. M90 of Deeds on Page 23551.

FEE \$18.00

Evelyn Biehn - County Clerk
By Pauline Mulendore