

200 APR - 6 AM 10:16

NS

Vol M00 Page 11297**EASEMENT**

Between

Lakeshore Irrigation and
Drainage District

And

Harold and Nancy Soucy, and
Gary HartSPACE RESERVED
FOR
RECORDER'S USE

After recording, return to (Name, Address, Zip):

STATE OF OREGON,
County of _____ } ss.I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Records of said County.Witness my hand and seal of County
affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this 23rd. day of March, 2000., by and
between Lakeshore Irrigation and Drainage District,
hereinafter called the first party, and Harold and Nancy Soucy, and Gary Hart
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath
County, State of Oregon, to-wit:

DRAIN RIGHTS-OF-WAY IN LAKE SHORE GARDENS SUBDIVISION, SECTION 25, TOWNSHIP
38 SOUTH, RANGE 8 EAST, KLAMATH COUNTY, OREGON,

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the second party to the
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

SEE EXHIBIT A ATTACHED.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be ~~perpetual~~-----, always subject, however, to the following specific conditions, restrictions and considerations:

NONE

If this easement is for a right of way over or across the real estate, the ^{south} line of the easement is described as follows:

SEE EXHIBIT A ATTACHED.

and the second party's right of way shall be parallel with the center line and not more than ----- feet distant from either side thereof.

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 of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for 0-----% and the second party responsible for 100-----%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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 sole expense.

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

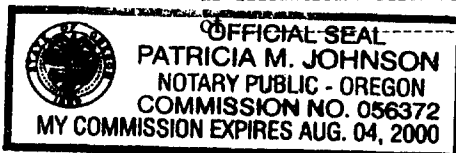
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Gary Hart
Lakeshore Irrigation and Drainage District President

Patricia M. Johnson
Lakeshore Irrigation and Drainage District Sec. Treasurer

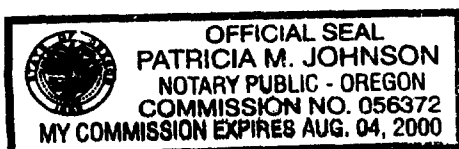
STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on March 23, 2000
by Gary Hart as President
This instrument was acknowledged before me on _____, 19____
by _____
as _____



Patricia M. Johnson
Notary Public for Oregon
My commission expires Aug. 4, 2000

SECOND PARTY

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on April 5, 2000
by Dave Santolite as Sec. Treasurer
This instrument was acknowledged before me on _____, 19____
by _____
as _____
of _____



Patricia M. Johnson
Notary Public for Oregon
My commission expires Aug. 4, 2000

ROADWAY AND UTILITY EASEMENT

An easement 50 feet in width whose southerly boundary is described as follows:

Beginning at the southwest corner of Lot 60, Lake Shore Gardens, in Section 25, Township 38 South, Range 8 East, Willamette Meridian, Klamath County, Oregon; thence in a northwesterly direction 60 feet, more or less, to the southeast corner of Lot 61, Lake Shore Gardens; thence along the southerly property line of said Lot 61, 112.5 feet, more or less, to the easterly sideline of Parcel 1 of Partition 39-99.

The northerly line of this easement is 50 feet distant and parallel to the southerly easement line; the northerly line is prolonged or shortened to connect with the aforementioned Lot 60 on the east, and the aforementioned Parcel 1 of Partition 39-99 on the west.

Subject to the rights of the public to the Road and the Drain as shown on the plat of Lake Shore Gardens.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

David E Paoli

OREGON
SEPTEMBER 23, 1977
DAVID E. PAOLI
1289

EXP 12-31-00

State of Oregon, County of Klamath
Recorded 04/06/00, at 10:16 a.m.
In Vol. M00 Page 11297
Linda Smith,
County Clerk Fee\$ 21⁰⁰

KFH9970F

LA *B.M.C.* *Sh.*
GH *PA* *K.C.* *E.O.*