

AFTER RECORDING, RETURN TO:

pr
Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603

EASEMENT

This Agreement is made as of the 20th day of June, 2000, by and between Ada R. Matney, Grantor, and the Klamath 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 SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 40, Range 10 East of the Willamette Meridian, 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 Klamath Irrigation District and the United States of America, which owns the subject facilities.

2. Grantor, in consideration of the agreements of Grantee set forth herein below, does hereby grant unto the Klamath Irrigation District for the benefit of Grantor, Grantee, and the United States of America, and 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 center line of which is parallel to and approximately 658 feet east of the west line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 18, Township 40 South, Range 10 E.W.M., and which runs due south from the north line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$.

3. Grantee shall use said easement and right of way for the purpose of maintaining the said existing irrigation lateral.

4. In consideration of the grant of this easement, the Grantee agrees that it shall maintain the irrigation lateral in a condition equal to or better than it is now in.

5. Grantor does hereby grant to Grantee for itself and the benefit of the United States of

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America and their respective successors and assigns, a perpetual easement and servitude on the above-described land of Grantor 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.

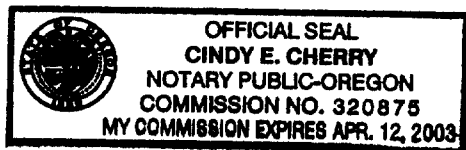
6. This easement shall run with the land and shall bind, burden, and benefit each party's successors, assigns, lessees, and mortgages.

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

Ada R. Matney
Ada R. Matney

STATE OF OREGON, County of Klamath) ss.

On this 5th day of ~~June~~^{July}, 2000, before me, personally appeared the above-named Ada R. Matney, who acknowledged the foregoing instrument to be her voluntary act and deed.



Cindy E. Cherry
Notary Public for Oregon
My Commission Expires: 4/12/2003

State of Oregon, County of Klamath
Recorded 07/14/00, at 10:14 a m.
In Vol. M00 Page 25666
Linda Smith,
County Clerk Fee \$ 26⁰⁰