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STATE OF OREGON,

'02 MAR 25 AM 11:56

EASEMENT

Between

E. Martin Kerns and
Shirley F. Kerns

And

Pioneer Improvement District
12951 Hwy. 66
Klamath Falls, OR 97601

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

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 03/25/2002 11:56a m.Vol M02, Pg 17206-08

Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

THIS AGREEMENT made and entered into this 19th day of March, 2002, by and between E. Martin Kerns and Shirley F. Kerns, hereinafter called the first party, and Pioneer Improvement District, 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:

E 1/2 E 1/2 SE 1/4 Sec. 28 and the W 1/2 W 1/2 SW 1/4 Sec. 27
T. 39 S R8 EWM

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 \$_____ 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:

To drill irrigation well and install pipeline onto the following described property:

See Exhibit A

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

(OVER)

31 CA



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~~ *conf*
ok
G.S.

Upon termination of the Pioneer Improvement District or use of the facility by the District, the easement will terminate.

~~If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows~~

~~And the second party's right of way shall be parallel with the center line and not more than XXXXXXXXXXXXXXX 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 50 % and the second party responsible for 50 %. (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.

Martin E. Kerns

Shirley F. Kerns

FIRST PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on March 20, 192007
by Martin E. Kerns & Shirley F. Kerns, Husband and Wife,
(This instrument was acknowledged before me on _____, 19____,
by _____



Mindy Tuter

Notary Public for Oregon
My commission expires 2-15-04

Elwin E. Smith

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on March 19, 192007
by Elwin E. Smith
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Mindy Tuter

Notary Public for Oregon
My commission expires 2-15-04

EXHIBIT A

A parcel of land in section 27 and 28 T. 39 S., R. 8 E. W. M. being more particularly described as follows:

Beginning at the intersection of the section line between sections 27 and 28 and the Northerly relocated right of way line of State Highway 66 as recorded on Survey No.. 5075 on file in the Klamath County Surveyor's office; thence Northeasterly along the right of way line to a point opposite Sta. 187+15; thence N. $51^{\circ} 11' 46''$ W. 30.0 feet; thence Southwesterly parallel with and 30 feet from said right of way line 365.0 feet; thence N. $51^{\circ} 11' 46''$ W. 178.0 feet; thence S. $38^{\circ} 48' 14''$ W. 208.0 feet; thence Southwesterly to a point that is N. $51^{\circ} 11' 46''$ W. 67.08 feet of Sta. 177+34.80; thence S. $51^{\circ} 11' 46''$ E. 30.0 feet to the Northerly right of way line; thence Northeasterly along the right of way line to the point of beginning containing 2.4 acres more or less.