

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



MTC-65974

EASEMENT

Between

And

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

Enterprise Irrigation District4806 Highway 39
Klamath Falls OR 97603

State Of Oregon, County Of Klamath

M05-62542

08/23/2005 10:43:59 AM

Of Pages 5 Fee: \$41.00

State Of Oregon, County Of Klamath

M05-63166

08/30/2005 02:47:16 PM

Of Pages 6 Fee: \$46.00

THIS AGREEMENT made and entered into on August 2005, by and
between CLEM J. PINE AND ANN J. PINE,
hereinafter called the first party, and ENTERPRISE IRRIGATION 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:

**This is being re-recorded to correct Exhibit B Legal desc.
SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF**

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record
owner of the following described real property in that county and state, to-wit: **Enterprise Irrigation District**

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 ATTACHED EXHIBIT "B" MADE A PART HEREOF

**This easement is in conjunction with and in addition to those easements granted to
The Enterprise Irrigation District by that certain instrument recorded in Volume
M05 at Page 40980 Microfilm records of Klamath County, Oregon. Said easement is over
Parcel 3 only of the real property of the First Party.**

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

44046.00
#1046.00

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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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 _____ 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 _____ % 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.

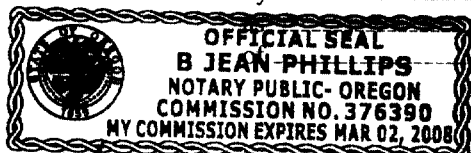
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Clem J. Pine
Clem J. Pine

Ann J. Pine
Ann J. Pine FIRST PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on 8-23-05

by _____
This instrument was acknowledged before me on _____
by Clem J. Pine and Ann J. Pine



[Signature]
Notary Public for Oregon
My commission expires _____

By [Signature]
Enterprise Irrigation District

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on August 23 2005

by _____
This instrument was acknowledged before me on August 23 2005
by Ernest Wigget
as Manager of



Enterprise Irrigation District

Kate Lukkari
Notary Public for Oregon
My commission expires May 30 2009

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A tract of land situated in the NW1/4 of the SE1/4 of Section 1, Township 39, South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the North center of Section 1; thence East to the Northwest corner of Deed 258/670; thence South 742.4 feet to the true point of beginning; thence East 165.6 feet; thence South 139.3 feet; thence West 165.6 feet; thence North 139.3 feet to the point of beginning.

EXCEPTING THEREFROM the South 20 feet.

AND EXCEPTING THEREFROM that portion thereof conveyed to Chris Johnson and Yvette D. Corwin, husband and wife, by Quitclaim Deed recorded December 29, 2004 in Volume M04, page 88987, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Northwest corner of that tract of land described as Parcel 1 in Deed Volume M84, page 20944 of the Klamath County Deed Records, from which the center ¼ corner of said Section 1 bears North 25° 44' 26" West 823.29 feet; thence along the boundary of said Deed Volume East 165.60 feet and South 00° 00' 23" East 25.85 feet to the intersection of an existing fence; thence South 84° 47' 46" West along the existing fence line and its extension 166.28 feet to a point on the West line of said Deed Volume; thence North 00° 00' 23" West 40.94 feet to the point of beginning.

PARCEL 2:

The Southerly 20 feet of the following described tract of land:

A tract of land situated in the NW1/4 of the SE1/4 of Section 1, Township 39, South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the North center of Section 1; thence East to the Northwest corner of Deed 258/670; thence South 742.4 feet to the true point of beginning; thence East 165.6 feet; thence South 139.3 feet; thence West 165.6 feet; thence North 139.3 feet to the point of beginning.

PARCEL 3:

A portion of the W1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

(Parcel 3 continued)

Beginning at a point which is 662 feet Westerly on the Northerly right of way line of the Dalles-California Highway from the Southeast corner of the SW1/4 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and thence North 1,241.46 feet, more or less, to a point which is the Southeast corner of a "...strip of land 139.3 feet wide..." as described in deed from Allen Golden and Beulah Golden to James Williams Parks recorded in Volume 235 at page 4, Deed Records of Klamath County, Oregon; thence South 85° 28' West, along the Southerly line of said strip of land, a distance of 227.0 feet to the true point of beginning of this description; thence continuing South 85° 28' West, along the Southerly line of said strip of land, a distance of 242.0 feet; thence South a distance of 226.7 feet, more or less, to the South bank of the Enterprise Irrigation District Ditch; thence Southeasterly along the South bank of said ditch, to a point which is South a distance of 398 feet from the point of beginning; thence North a distance of 398 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to Mike Ryser and Catherine Ryser, husband and wife, by Quitclaim Deed recorded December 29, 2004 in Volume M04, page 88985, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Northeast corner of that tract of land described as Parcel 2 in Deed Volume M84, page 20944 of the Klamath County Deed Records, from which the center ¼ corner of said Section 1 bears North 34° 14' 27" West 1065.58 feet; thence South 00° 00' 23" East along the East line of said Deed Volume 18.89 feet; thence South 84° 47' 46" West 76.72 feet; thence North 00° 00' 23" West 25.85 feet to a point on the North line of said Deed Volume; thence East 76.40 feet to the point of beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over and across that portion of the property conveyed to Mike Ryser and Catherine Ryser, husband and wife, by Quitclaim Deed recorded December 29, 2004 in Volume M04, page 88985, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the tract described in said Quitclaim Deed recorded in Volume M04, page 88985; thence North 84° 47' 46" East 76.72 feet; thence North 00° 00' 23" West 18.89 feet; thence South 82° 35' 33" West 77.04 feet; thence South 00° 00' 23" East 15.92 feet.

| | |
|--------------|----------------------|
| Account No.: | 3909-001DB-00500-000 |
| Account No.: | 3909-001DB-01200-000 |
| Account No.: | 3909-001DB-01000-000 |
| Account No.: | 3909-001DB-01100-000 |

| | |
|----------|--------|
| Key No.: | 510218 |
| Key No.: | 510254 |
| Key No.: | 510272 |
| Key No.: | 510263 |

EXHIBIT "B"

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

AUGUST 22, 2005

~~LEGAL DESCRIPTION OF 16 FOOT WIDE IRRIGATION EASEMENT.~~

~~A 16 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SE1/4 OF SECTION 1, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

~~BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THAT 16 FOOT WIDE IRRIGATION EASEMENT CONTAINED IN DEED VOLUME M05, PAGE 40,980 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE NORTHWEST CORNER OF PARCEL 1 OF "LAND PARTITION 76-96" BEARS S31°44'57"W 60.35 FEET; THENCE S25°36'42"W 34.88 FEET; THENCE S64°23'18"E 16.00 FEET; THENCE N25°36'42"E 34.88 FEET TO A POINT ON THE SAID SOUTHWESTERLY LINE; THENCE N64°23'18"W 16.00 FEET TO THE POINT OF BEGINNING.~~

erroneous description

EXHIBIT B
TRU SURVEYING, INC. LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691


DENNIS A. ENSOR O.L.S. 2442
JOHN M. HEATON L.S.I.T.

AUGUST 29, 2005

LEGAL DESCRIPTION
FOR
16' FOOT WIDE IRRIGATION EASEMENT

A 16 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SE1/4 OF SECTION 1, T39S, R9EWM, KLAMATH COUNTY OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THAT 16 FOOT WIDE IRRIGATION EASEMENT CONTAINED IN DEED VOLUME M05, PAGE 40,980 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE NORTHWEST CORNER OF PARCEL 1 OF "LAND PARTITION 76-96" BEARS S39°09'15"W 61.72 FEET; THENCE S25°08'55"W 26.86 FEET; THENCE S89°59'37"W 27.56 FEET TO A POINT ON THE EAST LINE OF UNITY STREET.


DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442



EXPIRES 12/31/~~03~~
05

