

EA

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

EASEMENT

Between

RANDALL + JOANNA LAW
CAROL A. COSSEY
25638 HWY 70, BONANZA OR 97623

And

HORSEFLY IRRIGATION DISTRICT
2797 MARKET STREET, PO BOX 188
BONANZA OR 97623

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

HORSEFLY IRRIGATION DISTRICT
2797 MARKET STREET
PO BOX 188
BONANZA OR 97623

2007-001869

Klamath County, Oregon



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02/02/2007 12:59:43 PM

Fee: \$26.00

THIS AGREEMENT made and entered into on _____, by and
between RANDALL + JOANNA LAW AND CAROL A. COSSEY,
hereinafter called the first party, and HORSEFLY IRRIGATION DISTRICT
_____, hereinafter called the second party, WITNESSETH:

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

A portion of the Northeast one quarter of the Southwest one quarter of Section 36,
Township 38, South, Range 11 ½ East of the Willamette Meridian, in the County of
Klamath, State of Oregon, beginning at a point in the Horsefly Irrigation District main
canal, 800 feet east of "J" Road, thus 800 feet North to a point intersecting the O'Harra
Ditch crossing at Hwy 70.

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:

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:

A 24-inch pipeline for the sole purpose of delivering water to district patrons. Starting
at the Horsefly Irrigation District main canal approximately 800 feet East of "J" Road,
on tax lot 1500, thereby North a distance of 800 feet to Hwy 70 canal crossing.

(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:

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 _____. (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.

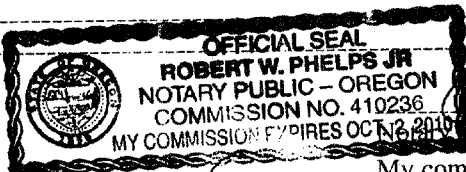
Randy G. Law
Carol A. Cossey
Joanna Law
FIRST PARTY

Robert W. Phelps Jr.

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on JANUARY 23, 2007
by RANDY G. LAW, CAROL A. COSSEY, JOANNA LAW

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Robert W. Phelps Jr.
Notary Public for Oregon

My commission expires 10-02-2010

Lynn Foster
Horsefly Irrigation District
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____
by _____

This instrument was acknowledged before me on February 1, 2007
by Lynn Foster
as Office Manager
of Horsefly Irrigation District



Danise Brakeman
Notary Public for Oregon

My commission expires 10-22-08