

2007-004868

Klamath County, Oregon



00017903200700048680030035

03/21/2007 09:05:23 AM

Fee: \$36.00

AFTER RECORDING, RETURN TO:

Klamath Irrigation District  
6640 KID Lane  
Klamath Falls OR 97603

---

## DEED AND EASEMENT

Ellen May Crawford, Vlasta Louise Adams, and Evelyn Marie Steyskal, Grantors, convey, bargain, and sell to the Klamath Irrigation District, a municipal corporation acting pursuant to Oregon Revised Statutes Chapter 545, Grantee, the following-described land in Klamath County, Oregon:

Beginning at the East quarter corner of Section 16, Township 41 South, Range 12 E., W.M., thence North 89°46' West, 2,692.06 feet along the centerline of the Klamath Falls-Malin Highway, State Highway No. 50, to a point thence South 0°14' West, 30 feet to the true point of beginning of this description; thence South 0°53' East, 421.58 feet; thence North 89°43'5" West, 12.5 feet; thence South 0°29'5" East, 755 feet; thence South 68°30' East, 73.7 feet; thence North 0°45' West, 1,143 feet more or less to a point on the South right-of-way line of said State Highway 50; thence West 56 feet along the South right-of-way line of said highway to the point of beginning.

This Deed is made to quiet title in the Grantee for the land on which the USBR D-20 Lateral Extended is located, together with the appurtenant drain and canal service road to allow the Grantee to continue to operate, maintain, repair, and replace said canal, drain, and service road.

Reserving, however, to the Grantors, an easement for ingress and egress along the service road located on the above-described land described in the deed recorded in Volume M97 at Page 37531 of the Deed Records of the Clerk of Klamath County, Oregon, subject to the following terms and conditions:

1. Grantee may place gates, no trespassing signs, and other improvements as the Grantee deems appropriate in its sole discretion to control use of the road, canal, and drain.
2. Grantors shall hold Grantee, its successors and assigns, harmless and indemnify it from any claims for loss or damages arising from the use of this easement by Grantors, their successors, and assigns.
3. Grantee shall have no obligation to maintain said access road. Grantors, their

DEED AND EASEMENT

1 of 3

successors, and assigns, may make such improvements and may maintain the service road in the condition they deem appropriate for their use.

4. Neither party shall unduly interfere with the other party's use of the said road. However, Grantee's use of said road for the operation, maintenance, repair, and replacement of the canal and drain shall have precedence over Grantors' use of the road for access to Grantors' said land.

5. This easement is reserved for ingress and egress to Grantors' land only. Grantors shall not use the easement for the purpose of the installation or maintenance of telephone, power, or other utility lines.

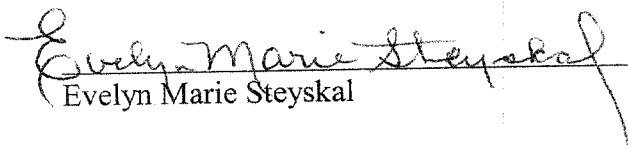
6. Grantors hereby convey to Grantee for itself and the benefit of the United States of America and its respective successors and assigns, a perpetual easement and servitude on Grantors' said land for all percolation, seepage, leakage, overflow, flooding, or any failure of lack of drainage that now exists or that may at any time hereafter occur.


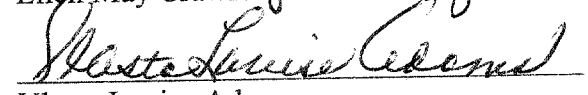
7. The easements created hereby shall run with the land and shall bind, burden, and benefit each Grantor and Grantee's successors, assigns, lessees, and mortgagees.

This Deed and Easement is made for good and valuable consideration, which includes consideration not stated in dollars.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated this 12 day of February, 2007.

  
Evelyn Marie Steyskal

  
Ellen May Crawford  
  
Vlasta Louise Adams

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 12 day of February,  
by Ellen May Crawford.

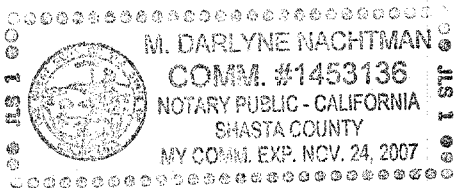


Jan L. Chrowl  
Notary Public for Oregon  
My Commission Expires: 8-29-08

STATE OF CALIFORNIA, County of Shasta) ss.

On Feb 15, 2007 before me, M. Darlyne Nachtman, Notary Public, personally appeared Evelyn Marie Steyskal, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

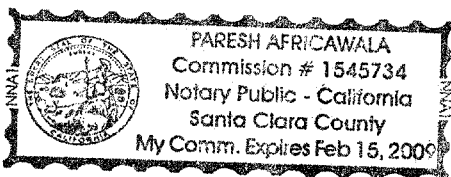


M. Darlyne Nachtman  
Signature of Notary

STATE OF CALIFORNIA, County of Santa Clara) ss.

On Feb 14<sup>th</sup>, 2007 before me, Paresh Africawala, Notary Public, personally appeared Vlasta Louise Adams, ~~personally known~~ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.



Paresh Africawala  
Signature of Notary

DEED AND EASEMENT

3 of 3