

2018-011468

Klamath County, Oregon



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09/20/2018 12:54:42 PM

Fee: \$127.00

Returned at Counter

WHEN RECORDED MAIL TO:

Klamath Irrigation District
6640 KID Lane
Klamath Falls, OR 97603

PORTION of Map Tax Lot
No. R-4011-00200-00100-000

DOCUMENTARY TRANSFER TAX: None

Area above this line for Recorder's information

**KLAMATH IRRIGATION DISTRICT
KLAMATH PROJECT**

EASEMENT AGREEMENT

FROM

DAVID B. OXLEY, TRUSTEE, AND MARGANNE WINTER OXLEY, TRUSTEE

DAVID AND MARGANNE OXLEY TRUST

TO

THE KLAMATH IRRIGATION DISTRICT

1. GRANTOR:

David and Marganne Oxley Trust

2. GRANTEE:

Klamath Irrigation District, an Oregon Special Service District

3. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Klamath County, Oregon:

As depicted on the drawing, attached as "Exhibit A," and described in the "Legal Description of Easement" attached as "Exhibit B," and incorporated herewith as part of this Easement Agreement.

The easement property is part of Map Tax Lot R-4011-00200-00100-000, Klamath County, Oregon.

4. GRANT OF EASEMENT:

For valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, an easement as described herein accommodating an open surface irrigation lateral (Lateral). The Lateral connects to and extends conveyance of water from the "F-6 Lateral" owned by the United States and part of the Klamath Project, operated and maintained by the Grantee.

5. STATEMENT OF PURPOSE:

The easement described herein shall be for conveyance of water for irrigation and drainage purposes, for constructing, reconstructing, repairing, maintaining, testing, operating, replacing, modifying, and removing the Lateral at the discretion of the Grantee, including associated and ancillary works such as gates, turn-outs, weirs, rip-rap, metering, grade control, lining, and other related facilities or structures; and for ingress, egress, and access over the property of the Grantor to and from the Lateral by the Grantee, Grantee's employees, agents, contractors, and assigns.

6. TYPE OF EASEMENT:

The easement described herein shall be non-exclusive, Provided: That the Grantee shall have the exclusive right to construct, reconstruct, repair, maintain, test, operate, replace, modify, and remove the Lateral and all related facilities, structures, and equipment at its sole discretion. Grantor may continue to use the surface of the easement not actually encumbered, used, or at any time now or hereafter needed by the Grantee provided that such use does not interfere with the Grantee's rights contained herein. The easement shall remain unobstructed and free of permanent structures, materials, trees, poles, excavation, equipment, fencing, or other items, actions, or improvements without written consent of the Grantee. The easement shall be in perpetuity unless released and remised by the Grantee.

7. MAINTENANCE:

The Grantee shall be responsible for the maintenance of the Lateral and related facilities within the easement. The Grantor will remain responsible for control of vegetation within the easement outside of the canal prism of the Lateral.

8. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify the Grantor, its successors and assigns, from any claim of liability or other claim involving damages resulting from the operation of the Lateral, or arising out of the Grantee's use of the easement as described herein, unless caused directly or indirectly by Grantor's negligent or willful actions or failure to act, or Grantor's failure to perform pursuant to applicable law or the terms of this agreement.

JOHN HEATON P.L.S.

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



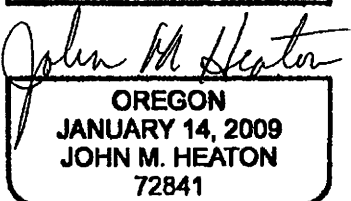
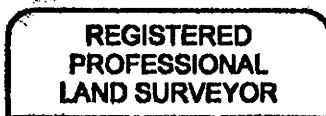
EXHIBIT "B"

FEBRUARY 26, 2018

LEGAL DESCRIPTION OF EASEMENT

A 40 FOOT WIDE EASEMENT BEING A PORTION OF PARCEL 1 OF "LAND PARTITION 36-08", SITUATED IN A PORTION OF GOVERNMENT LOT 5 OF SECTION 2 AND A PORTION OF GOVERNMENT LOT 8 OF SECTION 3, T40S, R11EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 1, FROM WHICH THE NORTHERLY SECTION CORNER COMMON TO SAID SECTIONS 2 AND 3 BEARS N26°18'44"E 2997.55 FEET; THENCE EAST, PARALLEL TO AND 40 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL 1, 1723.68 FEET; THENCE N01°05'48"W, ALONG THE EAST LINE OF PARCEL 2 OF SAID "LAND PARTITION 36-08" AND ITS EXTENSION, 727.24 FEET; THENCE LEAVING THE EAST LINE OF SAID PARCEL 2, N88°48'36"E 40.00 FEET; THENCE S01°05'48"E 768.08 FEET TO THE SOUTH LINE OF SAID PARCEL 1; THENCE WEST, ALONG THE SAID SOUTH LINE, 1764.45 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.29 ACRES, MORE OR LESS.

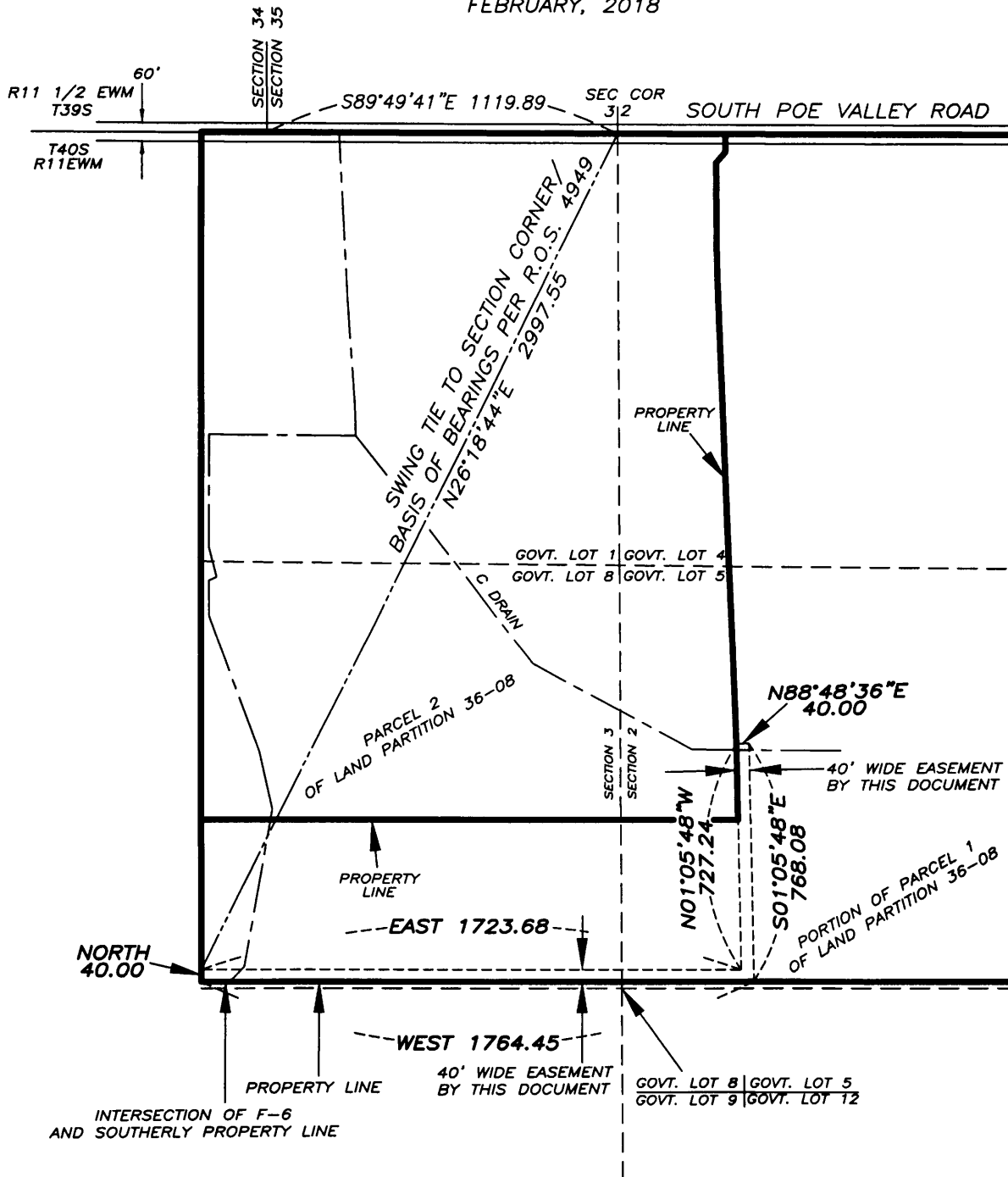



JOHN M. HEATON P.L.S. 72841

RENEWAL DATE 6/30/19

EXHIBIT "A"

TO ACCOMPANY CREATION OF EASEMENT
SITUATED IN GOVERNMENT LOT 8 OF SECTION 3, T40S, R11EWM,
AND GOVERNMENT LOT 5 OF SECTION 2, T40S, R11EWM,
KLAMATH COUNTY, OREGON
FEBRUARY, 2018



MAPPED BY:

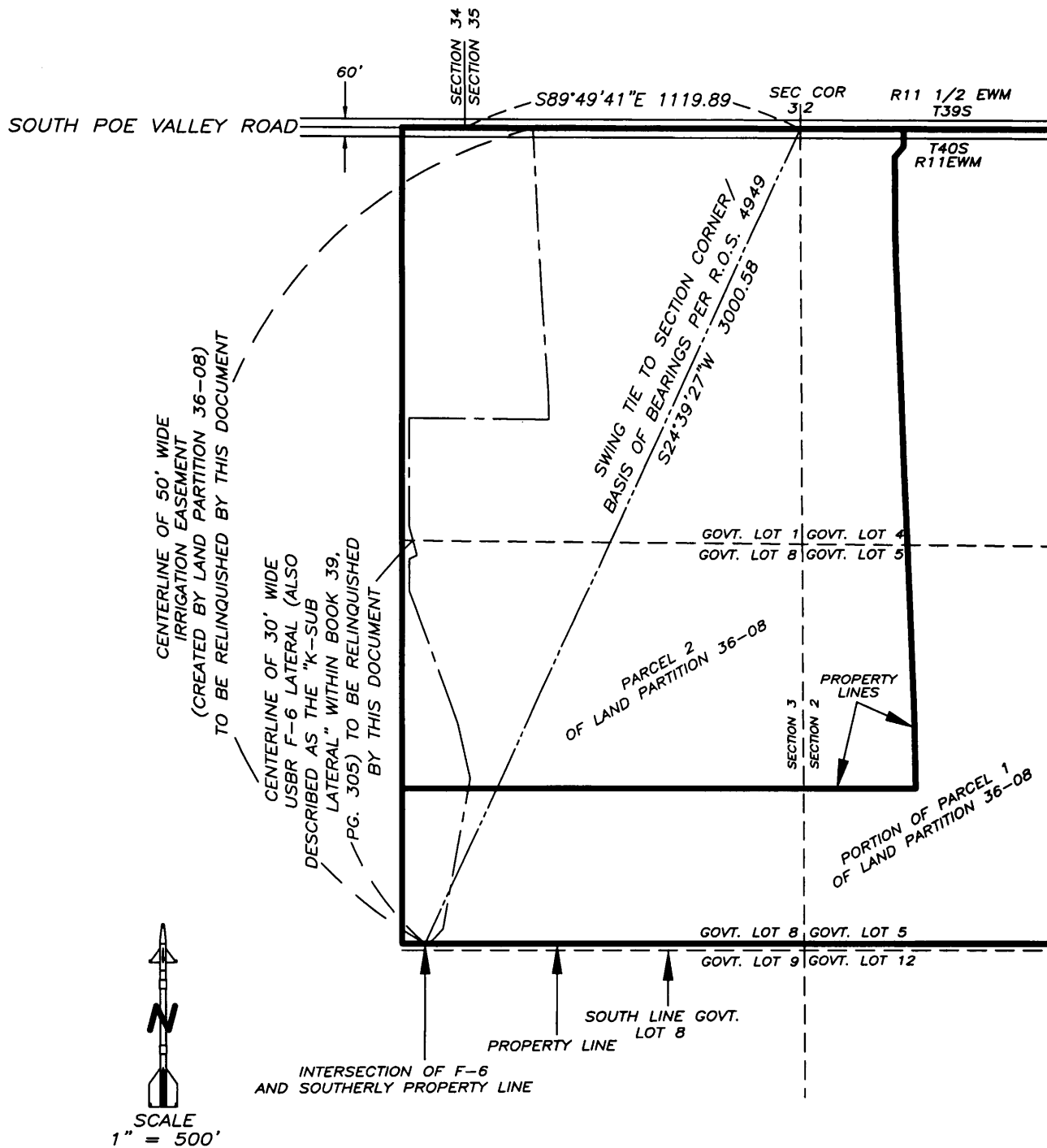
TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603



SCALE
1" = 500'

EXHIBIT "A"

TO ACCOMPANY QUITCLAIM DEED
SITUATED IN GOVERNMENT LOTS 1 & 8 OF SECTION 3, T40S, R11EWM,
KLAMATH COUNTY, OREGON
FEBRUARY, 2018



MAPPED BY:

TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

14. EXHIBITS

EXHIBIT A

EXHIBIT B

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9. REMEDIES:

Remedies related to this easement are as allowed by law, generally, and shall include the right to seek injunctive relief for enforcement of the provisions of this agreement.

10. BINDING EFFECT ON SUCCESSOR INTERESTS:

The provisions of this agreement, including the stated and implied rights and obligations of the parties, shall extend to, be binding upon, and inure to the benefit of the heirs, personal representatives, assigns, and successors of the parties to this agreement.

11. FORCE MAJEURE:

Neither party shall be considered in breach of this agreement to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective date of the agreement. To exercise this provision, the party prevented from carrying out its obligations hereunder shall give notice to the other party of an event of Force Majeure immediately upon it being foreseen by, or becoming known to, the prevented party.

12. EFFECTIVE DATE:

This easement agreement is effective upon:

The 29th day of August, 2018, the date of last signature, below.

13. SIGNATURES:

GRANTOR:

By: David B. Oxley, Trustee
David B. Oxley, Trustee

By: Marganne Winter Oxley, Trustee
Marganne Winter Oxley, Trustee

Date: 8/29/18

GRANTEE:

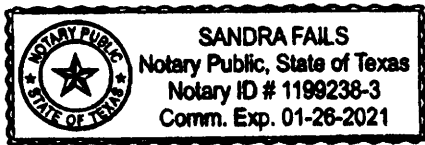
By: John Wolf, Manager
~~John Wolf, Manager~~
Scott W. Cheyne
Acting District Manager

Date: 9/18/18

ACKNOWLEDGEMENT:

State of: Texas):
County of: Polk):ss.

On this 29 day of August, 2018, personally appeared before
me Marganne Winter Oxley
on behalf of David and Marganne Oxley Trust
and acknowledged the foregoing instrument, styled as Easement Agreement
to be signed by his/her hand and by voluntary act and deed.



By: Sandra Fails
Notary Public for the State and County above

My Commission expires: 1/26/2021

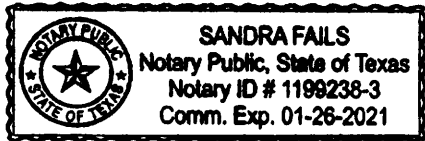
SEAL:

ACKNOWLEDGEMENT:

State of: Texas):
County of: Polk)ss.

On this 29 day of August, 2018, personally appeared before
me David B. Oxley

on behalf of David and Marganne Oxley Trust
and acknowledged the foregoing instrument, styled as Easement Agreement
to be signed by his/her hand and by voluntary act and deed.



By: Sandra Fails
Notary Public for the State and County above

My Commission expires: 1/26/2021

SEAL:

ACKNOWLEDGEMENT:

State of : OREGON):

County of: KLAMATH):

On this 18th day of September, 2018 personally appeared before me

Scott. W. Cheyne on behalf of

Scott W. Cheyne and acknowledged the foregoing instrument, styled as

Easement Agreement to be signed by his/her hand and by voluntary act and deed.



By: Tammi Flanakin

Notary Public for the State and County above

My commission expires: May 14, 2022

SEAL: