

Shirley Ross
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PARKS & RATLIFF, PC
620 Main Street
Klamath Falls, OR 97601

2018-013152

Klamath County, Oregon



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10/29/2018 12:03:42 PM

Fee: \$107.00

EASEMENT AGREEMENT

This agreement is made, on the date last subscribed, by and between Lloyd E. Ross and Shirley L. Ross, husband and wife (herein collectively, the North Party), and Michael E. Ross and Laurie Ross, husband and wife (herein collectively, the South Party).

RECITALS

WHEREAS, the North Party owns a parcel of real property located in Klamath County, Oregon, which is legally described as follows (herein, the North Parcel):

See Exhibit A.

WHEREAS, the South Party owns a parcel of real property located in Klamath County, Oregon, which is legally described as follows (herein, the South Parcel):

See Exhibit B.

WHEREAS, there presently exists on the North Parcel a well and associated infrastructure which supplies water for domestic use to both the North Parcel and the South Parcel.

WHEREAS, portions of both the North Parcel and South Parcel are within the boundaries of Klamath Hills District Improvement Company (herein, the KHDIC), which supplies irrigation water to its patrons and members through diversions from the nearby North Canal under a contract with the Klamath Drainage District.

WHEREAS, the North Party and the South Party desire to enter into this agreement so that both the North Parcel and the South Parcel have adequate, sufficient, and appurtenant legal access for ingress and egress, domestic well water, and irrigation water supplied by the KHDIC.

TERMS and CONDITIONS

NOW THEREFORE, in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the terms and conditions contained herein, the parties agree as follows:

1. The North Party grants to the South Party an exclusive easement on the North Parcel for parking vehicles on an area of that is fifty feet squared (for a total of 2500 square feet) and that is located directly to the north of the residential dwelling located on the South Parcel, and which abuts the southern boundary of the North Parcel. This easement benefits the South Parcel and burdens the North Parcel.

2. The North Party grants to the South Party a non-exclusive easement for ingress and egress that is thirty feet in width and that runs west to east along the southern boundary of the North Parcel from the eastern boundary of the easement described in Paragraph 1 of this agreement to the eastern boundary of the North Parcel. This easement benefits the South Parcel and burdens the North Parcel.

3. The North Party grants to the South Party a non-exclusive easement for ingress and egress to use an easement held and owned by the North Party, and which was recorded at Vol. M88, Page 9549, Klamath County Records, for the benefited lands described in both said easement and in Paragraphs 1 and 2 of this agreement. This easement does not benefit the South Parcel, but further burdens the North Parcel.

4. The South Party grants to the North Party a non-exclusive easement for ingress and egress that is ten feet in width and that runs north to south along the entire eastern boundary of the Southern Parcel. This easement benefits the North Parcel and burdens the South Parcel.

5. The North Party grants to the South Party the non-exclusive right to share water from the domestic well that is located on the North Parcel, and a non-exclusive easement in the present location of existing buried pipelines in order to convey water to the Southern Parcel for domestic uses only. The parties agree that the cost of electricity for pumping, and the costs for the maintenance, repair, and any replacement of the existing well and pumping equipment and infrastructure, including any future upgrades or improvements, will be shared between the parties in a manner that is proportionate to their respective uses and consumption. This easement benefits the South Parcel and burdens the North Parcel.

6. The South Party grants to the North Party a non-exclusive easement to locate and run irrigation mainline, in order to access water provided by KHDIC, on both the western boundary and eastern boundary of the Southern Parcel, or within a range of forty feet of said boundaries, and in a north to south direction, and the parties agree to coordinate their use of a connected mainline in order to irrigate their respective parcels, if they so choose to irrigate, in a manner that fosters feasible management and water use. The parties may enter into subsequent written agreements to supplement these terms regarding the use of irrigation water from KHDIC, and neither party warrants to the other that there is a present right to cross the real property between the parcels covered herein and the North Canal.

7. The parties agree that existing fences on either parcel that may interfere with any easement set forth herein can be left erect until such time as any of said easements need to be exercised, and that failure to remove any fence or any other obstruction does not constitute evidence of abandonment or forfeiture of any easement described herein.

8. All of the easements created by this agreement are appurtenant to the parcels of real property and run with the land, benefiting and burdening the respective parcels and binding the heirs, successors, and assigns thereto.

NORTH PARTY:

SOUTH PARTY:

Lloyd E. Ross
Lloyd E. Ross

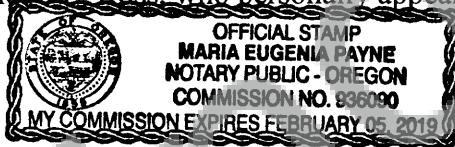
Michael E. Ross
Michael E. Ross

Shirley L. Ross
Shirley L. Ross

Laurie Ross
Laurie Ross

STATE OF OREGON, County of Klamath)ss.

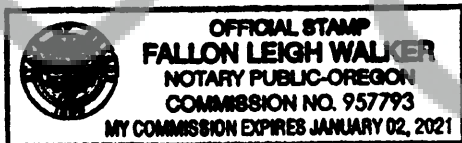
SUBSCRIBED AND SWORN TO before me this 24 day of October, 2018, by Lloyd E. Ross, who personally appeared.



Maria E. Payne
Notary Public for Oregon
My commission expires: 2-5-2019

STATE OF OREGON, County of Klamath)ss.

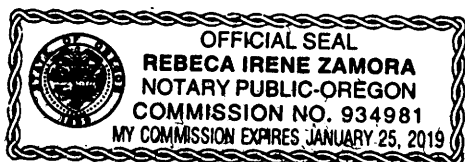
SUBSCRIBED AND SWORN TO before me this 11th day of October, 2018, by Shirley L. Ross, who personally appeared.



Fallon Leigh Walker
Notary Public for Oregon
My commission expires: January 02, 2021

STATE OF OREGON, County of Klamath)ss.

SUBSCRIBED AND SWORN TO before me this 12 day of October, 2018, by Michael E. Ross, who personally appeared.



Rebecca Irene Zamora
Notary Public for Oregon
My commission expires: January 25, 2019

STATE OF OREGON, County of Klamath)ss.

SUBSCRIBED AND SWORN TO before me this 12 day of October, 2018, by
Laurie Ross, who personally appeared.

Marivel Mora-Tovar
Notary Public for Oregon
My commission expires: January 18, 2022

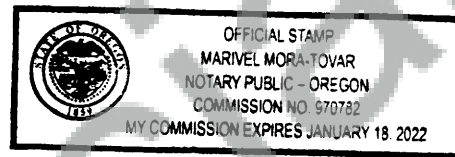


EXHIBIT A

A parcel of land situated in Lot 2 of Section 28, Township 40 South, Range 9, E.W.M., more particularly described as follows: Beginning at an iron pipe marking the North one-quarter of said Section 28; thence S. 89°54'45" E. along the North line of said Section 28 a distance of 1307.6 feet to the Northeast corner of said Lot 2; thence S. 0°02'15" E. along the East line of said lot 2 a distance of 1320.0 feet, said point being the Northeast corner of parcel described in Deed Vol. M-68 page 7473; thence N. 89°28' W. along the North line of last described parcel a distance of 495.6 feet to the East line of a parcel conveyed to Oscar A. DeNault by Deed Vol. 320 page 125, records of Klamath County, Oregon; thence N. 0°06' E. along the East line of the last mentioned parcel a distance of 457.0 feet to the Northeast corner thereof, thence West a distance of 328.2 feet to an iron pipe; thence N. 89°28' W. a distance of 483.8 feet to a point on the West line of said Lot 2; thence N. 0°06'15" E. along said West line a distance of 859.4 feet, more or less, to the point of beginning. TOGETHER WITH Easement, Beginning at a point on the East line of Lot 2 Section 28, Township 40 South, Range 9 E.W.M. which is South 0°02'15" East a distance of 1320 feet from the Northeast corner thereof, said point also being the Southwest corner of the NE 1/4 of said Section 28; thence North 89°28' West a distance of 20 feet to a point; thence South 0°02'15" East parallel to the East line of said Lot 2 to its intersection with the Northerly right of way line of the lower Klamath Lake Road; thence Southeasterly along said right of way line to its intersection with the East line of said Lot 2; thence North 0°02'15" West along said line to the point of beginning.

EXHIBIT B

A parcel of land situated in Lot 2 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at a point on the East line of said Lot 2 which is South 0° 02' 15" East a distance of 1320.0 feet from the Northeast corner thereof, said point also being the Southwest corner of the NE1/4 NE1/4 of said Section 28; thence continuing South 0° 02' 15" East, along the East line of said Lot 2, a distance of 499.5 feet, more or less, to the Northerly right-of-way line of the Lower Klamath Lake Road; thence North 69° 35' West, along said Northerly right-of-way line, a distance of 533.5 feet to the East line of that certain parcel of land conveyed to Oscar A. DeNault, et ux by Deed Volume 320, page 125, records of Klamath County, Oregon; thence North 0° 06' East, along said East line a distance of 314.5 feet to a point; thence South 89° 28' East line, a distance of 495.6 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the Easterly 20 feet thereof.