

**2019-003353**

**Klamath County, Oregon**

**03/27/2019 09:58:00 AM**

**Fee: \$97.00**



**After recording, return to:**

Darrel R. Jarvis  
823 Alder Creek Drive  
Medford, OR 97504-8900

Until a change is requested,  
all tax statements shall be  
sent to the following address:  
No change.

**IRRIGATION LINE EASEMENT**

THIS EASEMENT is made by and between Steven Gorden, as Grantor, and Stanley K. Gorden and Heidi J. Gorden, Trustees of the Gorden Family Trust dated May 14, 2018, as Grantee.

**RECITALS**

**A.** Grantor is the owner of certain real property located in Klamath County, Oregon, and commonly known as 3811-V3600-00300 ("Tract A"), a more particular description being as follows:

The N  $\frac{1}{2}$  SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , lying South of the Dairy-Bonanza Highway and South of the Existing Horsefly Irrigation ditch, and EXCEPTING FROM THE ENTIRE PARCEL a strip of land 20 feet in width of roadway off the East Side, all in Section 36, Township 38 South, Range 11  $\frac{1}{2}$  East of the Willamette Meridian.

**B.** Grantee is the owner of certain real property located in Klamath County, Oregon, and commonly known as 3811-V3500-01100 ("Tract B"). A more particular description of Tract B is as follows:

E1/2 of Section 35, Township 38 South, Range 11  $\frac{1}{2}$  East of the Willamette Meridian, lying South of the Bonanza-Dairy Highway and excepting therefrom

that portion conveyed to Richard H. Hovey by deed recorded in Volume 91 at page 539, Deed records of Klamath County, Oregon.

C. Grantor, as the owner of Tract A, desires to grant Grantee, as the owner of Tract B, an easement over and across Tract A for the operation, maintenance, repair and replacement of existing and future irrigation lines, appurtenant structures, including electrical lines, to provide irrigation water to Tract B (collectively, the "irrigation line").

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and deemed a material part of this instrument.

2. **Grant of Easement.** Grantor grants and conveys to Grantee, as the owner of Tract B, a non-exclusive easement over and across Tract A, being 10 feet in width centered on the irrigation water line and appurtenant structures, for the operation, maintenance, repair and replacement of the irrigation line which generally runs from the Horsefly Irrigation ditch and 50 feet to the South of and parallel to the Dairy Bonanza Highway (Highway 70) (the "Easement"). The Easement is deemed appurtenant to Tract B, is perpetual in duration and shall run with the land. No improvements of Grantee other than the irrigation line shall be allowed on the Easement. The Easement shall be used in a manner that shall not unreasonably disturb or interfere with the Grantor's use of Tract A. Grantee shall have a temporary and occasional right of access over and across Tract A to the extent such access is reasonably necessary to perform maintenance, repairs and/or the replacement of the irrigation line or any components thereof. Any damage to Tract A as a result of Grantee's use of the Easement or otherwise shall be promptly repaired by Grantee, at Grantee's sole expense, consistent with instructions provided by Grantor to the extent that such instructions are reasonable. The Easement is subject to any preexisting instruments of record. Grantor shall have no obligation to contribute to the cost of the maintenance, repair or replacement of the irrigation line. Grantee shall keep the Easement area clear of all rubbish and unsightly matters or materials. Grantor shall refrain from interfering with Grantee's use and operation of the irrigation line.

3. **Binding Effect.** This instrument shall be binding upon the parties and their heirs, successors and assigns. This instrument shall be promptly recorded in the Official Records of Klamath County, Oregon.

4. **Indemnification.** Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of such use of the Easement by Grantee.

5. **Attorney Fees.** If any suit, action or arbitration is filed or commenced by any party to enforce this instrument or otherwise with respect to the subject matter of this instrument, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation

or in prosecution or defense of such suit, action or arbitration as fixed by the trial court or arbitrator(s), and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

6. **Applicable Law.** This instrument has been entered into in the State of Oregon, and the parties agree that the laws of the State of Oregon shall be used in construing this instrument and enforcing the rights and remedies of the parties.

7. **Interpretation.** Each party intends that this instrument in all respects shall be deemed and construed to be equally and mutually prepared by all parties, and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any party.

8. **Entire Agreement.** This instrument sets forth the entire understanding of the parties with respect to the subject matter of this instrument and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

9. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

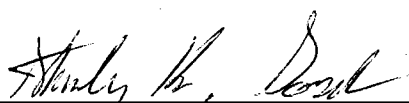
IN WITNESS WHEREOF, the parties have executed this instrument on the dates set forth below.

DATED: 3-25-19, 2019

  
\_\_\_\_\_  
Steven Gorden

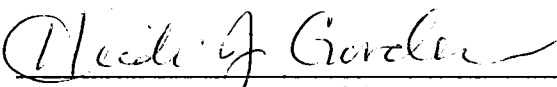
"Grantor"

DATED: 3/22, 2019

  
\_\_\_\_\_  
Stanley K. Gorden, Trustee of the Gorden Family  
Trust dated May 14, 2018

"Grantee"

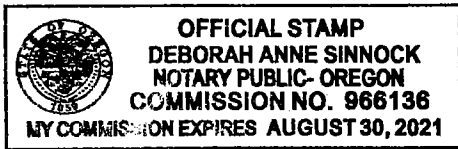
DATED: 3/22, 2019

  
\_\_\_\_\_  
Heidi J. Gorden, Trustee of the Gorden Family  
Trust dated May 14, 2018

"Grantee"

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

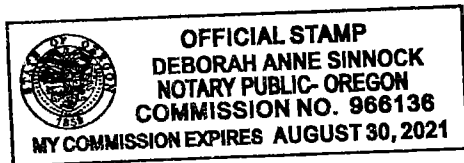
This Irrigation Line Easement was acknowledged before me on 3-25-19,  
2019, by Steven Gorden.



Deborah Anne Sinnock  
Notary Public, State of Oregon

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

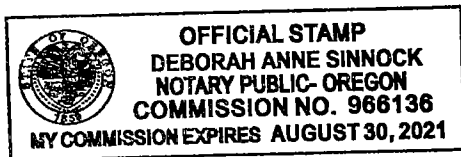
This Irrigation Line Easement was acknowledged before me on 3-22-19,  
2019, by Stanley K. Gorden, as Trustee of the Gorden Family Trust dated May 14, 2018.



Deborah Anne Sinnock  
Notary Public, State of Oregon

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

This Irrigation Line Easement was acknowledged before me on 3-22-19,  
2019, by Heidi J. Gorden, as Trustee of the Gorden Family Trust dated May 14, 2018.



Deborah Anne Sinnock  
Notary Public, State of Oregon