



00339570202500018020060065

03/13/2025 10:33:19 AM

Fee: \$107.00

**First Party Name & Address:**

Carla Lee Mueller  
1276 Lakeshore Drive  
Klamath Falls, Oregon 97601

**Second Party Name & Address:**

Lakeshore Gardens Drainage District  
PO Box 1925  
Klamath Falls, Oregon 97601

**Third Party Name & Address:**

Carla Lee Mueller  
1276 Lakeshore Drive  
Klamath Falls, Oregon 97601

**After Recording Return to:**

Carla Lee Mueller  
1276 Lakeshore Drive  
Klamath Falls, Oregon 97601

**AGREEMENT FOR EASEMENT**

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of March, 2025, by and between **CARLA LEE MUELLER**, hereinafter called the First Party; and **LAKESHORE GARDENS DRAINAGE DISTRICT**, hereinafter called the Second Party; and **CARLA LEE MUELLER**, hereinafter called the Third Party;

**WITNESSETH:**

WHEREAS: First Party is the owner of certain real property (herein called "servient property" or property of First Party) located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Parcel 1 of Land Partition 13-93 located in LAKESHORE GARDENS situate in the NW1/4 SE1/4 Section 25, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

and has the right to grant the easement hereinafter described relative to the said real estate; and

WHEREAS, Second Party is the owner of a certain drainage ditch located adjacent to and between the properties of First Party and Third Party, a portion of which is described on the easement described on the attached document denominated LEGAL DESCRIPTION OF EASEMENT EXHIBIT B

and has the right to grant the easement hereinafter described relative to the said real estate; and

WHEREAS: Third Party is owner of and contemplates the sale to third parties of certain real property (hereinafter called "dominant property" or the property of Third Party) located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Lots 32B, 62 & 63, LAKESHORE GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

NOW THEREFORE, in view of the premises, First Party, Second Party and Third Party agree as follows:

The First Party does hereby grant, assign and set over unto Second Party and Third Party a permanent non-exclusive easement on all of that certain real property (herein called "easement") described on the attached document denominated LEGAL DESCRIPTION OF EASEMENT EXHIBIT A, said easement to be appurtenant to each and every portion of the property of Second Party and Third Party and shall run with the land in perpetuity; and

The Second Party does hereby grant, assign and set over unto First Party and Third Party a permanent non-exclusive easement on all of that certain real property (herein called "easement") described on the attached document denominated LEGAL DESCRIPTION OF EASEMENT EXHIBIT B said easement to be appurtenant to each and every portion of the property of First Party and Third Party which such easement shall run with the land in perpetuity; and

The said easements may be utilized by all parties for ingress and egress to that certain parcel of real property denominated herein as "dominant property" (the property of Third Party).

First Party, Second Party and Third Party shall each have the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions as necessary for the use, enjoyment, operation, and maintenance of the easements hereby granted and all rights and privileges incident thereto.

First Party and Third Party shall be responsible to install and maintain the crossing of the property of Second Party which shall include a culvert of no less than sixteen inches in diameter at the location of the crossing, which said culvert and crossing shall be installed and maintained by First Party and Third Party equally.

First Party and Third Party shall each be responsible to continuously maintain the surface upon the easements so as to allow for ingress and egress by both Second Party and Third Party. Maintenance of the easements herein granted and costs of repair of the easements shall be the responsibility of First Party and Third Party equally.

Maintenance of the easements herein granted and costs of repair of the easements, if damaged by natural disasters or other events for which all holders of an interest in the easements are blameless, shall be the responsibility of First Party and Third Party equally. Should any party cause damage to the easements because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at their sole expense.

None of the parties, nor their successors or assigns, shall be liable to the other for damage to the above-described premises occurring incidental to the proper use of the easements, PROVIDED, HOWEVER, that in the event of damage to the premises occasioned by a construction process, or damage to premises outside of and adjacent to the above-described parcels caused by one of the parties, that party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were in immediately prior to such damage.

First Party shall not erect any buildings within the easement area. First Party retains the right to utilize the easement area in such manner as not to interfere with the rights herein granted, except that trees may not be planted thereon.

The easements herein granted shall be perpetual.

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, successors and assigns, and the easements shall be appurtenant to those certain parcels of real property described herein and shall run with the land.

The terms of the easements granted herein may be enforced by suit for specific performance brought in the Circuit Court of the State of Oregon for Klamath County.


In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

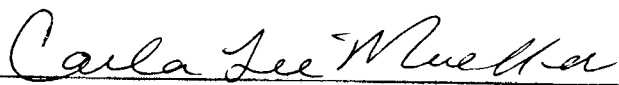
IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow, effective the date set forth hereinabove.

*Carla Lee Mueller*

CARLA LEE MUELLER, First Party

LAKESHORE GARDENS DRAINAGE DISTRICT  
Second Party


By:   
MARSHALL ALEXANDER, Secretary/Treasurer

  
CARLA LEE MUELLER, Third Party

STATE OF OREGON, County of Klamath) ss.

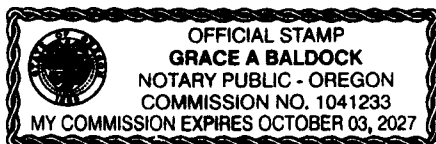
Personally appeared the above-named, CARLA LEE MUELLER as First and Third Party and acknowledged the foregoing instrument to be her voluntary act and deed before me on the 4<sup>th</sup> day of March, 2025.




  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3-9-27

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named, MARSHALL ALEXANDER, Secretary/Treasurer for Lakeshore Gardens Drainage District, as Second Party and acknowledged the foregoing instrument to be his voluntary act and deed before me on the 4<sup>th</sup> day of March, 2025.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10/03/2027

## LEGAL DESCRIPTION OF EASEMENT

### EXHIBIT A

A strip of land along the Easterly and Northerly boundary lines of Parcel 1 of "Land Partition 13-93", situated in the NW1/4 SE1/4 and the NE1/4 SW1/4 of Section 25, T38S, R8EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at the SE corner of Parcel 1 of "Land Partition 13-93"; Thence N31°15'02"E, along the Easterly line of said Parcel 1, 412.64 feet to the NE corner of said Parcel 1; Thence N69°12'00"W, along the Northerly line of said Parcel 1, 67.23 feet to a point; Thence leaving said Northerly line S20°48'00"W, 30.00 feet; Thence S69°12'00"E 31.19 feet; Thence S31°15'02"W 374.92 feet to a point on the South line of said Parcel 1; Thence along the arc of a curve to the left (Central angle equals 3°39'49" / Radius equals 470.00 / Long Chord equals S55°32'19"E, 30.05 feet) 30.05 feet to the point of beginning with bearings, based on the plat of "Land Partition 13-93".

## LEGAL DESCRIPTION OF EASEMENT

### EXHIBIT B

A 30 foot wide strip of land across a 50 foot wide drain ditch shown on the plat of "Lake Shore Gardens", being situated in the NW1/4 SE1/4 of Section 25, T38S, R8EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Southerly line of said drain ditch (said Southerly line is also the Northerly line of Parcel 1 of "Land Partition 13-93") from which the NE corner of Parcel 1 of "Land Partition 13-93" bears S69°12'00"E 67.23 feet; Thence leaving said Southerly line N20°48'00"E, 50.00 feet to a point on the Northerly line of said drain ditch; Thence S69°12'00"E, along the Northerly line of said drain ditch, 30.00 feet; thence leaving said Northerly line S20°48'00"W, 50.00 feet to a point on the Southerly line of said drain ditch; Thence N69°12'00"W, along said Southerly line of drain ditch 30.00 feet to the point of beginning, with bearings based on the plat of "Land Partition 13-93".