

2025-003283

Klamath County, Oregon



00341412202500032830050057

05/02/2025 10:48:51 AM

Fee: \$102.00

EASEMENT

Between
Francis A Roberts & Sharon A Roberts

And

Klamath Irrigation District

After recording, return to:

Klamath Irrigation District
6640 KID Lane
Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on 28 April, 2025 by Francis A Roberts and Sharon A Roberts hereinafter called the first party, and Klamath Irrigation District, a municipality, their successors and assigns hereinafter called the second party,

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

A tract of land being the N1/2 SE1/4 NE1/4 SE1/4 of Section 10, T 40 S, R 9 E, W.M., Klamath County, Oregon Containing 5.06 acres.

EXCEPTING: The easterly 30.00 feet there from that falls within the Spring Lake Road as the same now exists.

And has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that count and state, to-wit:

A tract of land being the N1/2 SE1/4 NE1/4 SE1/4 of Section 10, T 40 S, R 9 E, W.M., Klamath County, Oregon Containing 5.06 acres.

EXCEPTING: The easterly 30.00 feet there from that falls within the Spring Lake Road as the same now exists.

NOW, THEREFORE, in view of the premises and in consideration of 0.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

A 16 foot wide easement for Ingress and Egress between the C-4-g Canal and Spring Lake Road Right of Way

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, operations and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be eternity, always subject, however, to the following specific conditions, restrictions and considerations:

None

If this easement is for a right of way over or across the real estate, the easement is described as follows:

SEE EXHIBIT "A" and EXHIBIT "B" attached

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of the second party.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their expense.

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, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Francis A. Roberts

Francis A Roberts

Sharon A Roberts

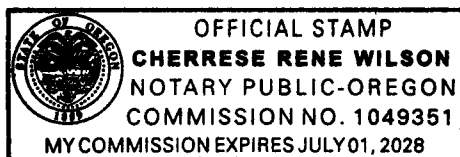
Sharon A Roberts

FIRST PARTY

STATE OF OREGON, county of Klamath ss. 28 April 2025

This instrument was acknowledged before me on Francis A Roberts

By Francis A Roberts & Sharon A Roberts



Cherrese Rene Wilson
Notary Public for Oregon
My commission expires 7/1/2028

Gene R Souza

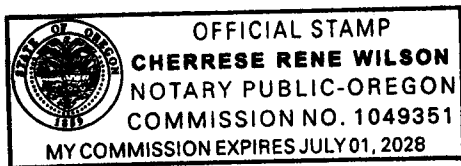
Gene R Souza, Executive Director
Klamath Irrigation District

SECOND PARTY

STATE OF OREGON, county of Klamath ss. 28 April 2025

This instrument was acknowledged before me on Gene R Souza

By Gene R Souza



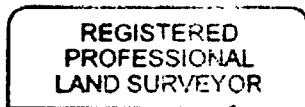
Cherrese Rene Wilson
Notary Public for Oregon
My commission expires 7/1/2028

Exhibit A

An area of land in the Southeast 1/4 of Section 10, Township 40 South, Range 09 East, Willamette Meridian, Klamath County Oregon, being the Northerly 16 feet of the land described in Volume M70, PG 5003 lying East of the Klamath Irrigation District canal and being more particularly described as follows:

Beginning at a 5/8" iron rod marking the Southeast corner of the land described in Volume M70, PG 5003; thence along the East line of said deed record, North 00°03'04" East 333.32 feet to the **True Point of Beginning**; thence North 89°46'31" East 369.65 feet, more or less, to a point on the East line of the Klamath Irrigation District canal; thence South 22°23'13" East 17.28 feet; thence North 89°46'31" East 363.06 feet to a point on the East line of said deed record; thence North 00°03'04" East 16.00 feet to the **True Point of Beginning**.

Basis of Bearings is C.S. 1372.



A handwritten signature in black ink, appearing to read "Andrew A. Paul", written over the signature line of the stamp.

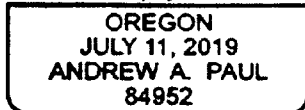


EXHIBIT B

