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AGREEMENT FOR EASEMENT Vol. 79 Page 24832

THIS AGREEMENT, Made and entered into this 19th day of October, 1979, by and between OBIL S. COLLMAN and BERNIECE V. COLLMAN, husband and wife hereinafter called the first party, and WILLIAM A. BARTLETT and CATHERINE M. BARTLETT, husband and wife hereinafter called the second party;

WITNESSETH:

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

PARCEL 1:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2: LOB EVSEWEMI

That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying West of the Westerly line of the Enterprise Irrigation District Canal, EXCEPTING THEREFROM the North 928.25 feet thereof.

Parcel 3; WILSON LEOIC JO. CLAYTON

The North 928.25 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County Oregon.

RE-RECORDED TO CORRECT LEGAL DESCRIPTION

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

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party, paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A 30 foot wide easement over the above described property to the existing water hole. Said easement is for the benefit of the following described property:

SEE ATTACHED EXHIBIT A.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said 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, enjoyment, operation 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 the full use and control of the above described real estate.

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

The easement described above shall continue for a period of *see below, always subject, however, to the following specific conditions, restrictions and considerations:

Said easement is an easement in gross only and is not appurtenant to the real property of the second party. It is for the exclusive use of the second party, and is not transferable.

The maintenance of the water hole itself (not including lines, pump, etc.) shall be shared equally by the first and second parties.

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

...of the second party...
...the easement shall be parallel with said center line and not more than... feet
...distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement 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 in duplicate on this, the day and year first hereinabove written.

William A. Bartlett
William A. Bartlett
Catherine M. Bartlett
Catherine M. Bartlett
BARTLETT SPO. (ORS 93.490)

Obil S. Collman
Obil S. Collman
Berniece V. Collman
Berniece V. Collman

STATE OF OREGON,
County of Klamath } ss.
October 19, 1979

STATE OF OREGON, County of _____ } ss.
October 19, 1979

Personally appeared the above named William A. Bartlett and Catherine M. Bartlett and Obil S. Collman and Berniece V. Collman for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Indy Steele
Notary Public for Oregon
My commission expires: July 13, 1981

Notary Public for Oregon
My commission expires: _____

AGREEMENT FOR EASEMENT

BETWEEN
COUNTY OF CLATSOP
AFTER RECORDING RETURN TO
THIS VOUCHER

STATE OF OREGON

County of _____ } ss.
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____ of said county. Witness my hand and seal of County affixed.

Recording Officer
By _____ Deputy

441-8393

52000

25002

EXHIBIT A

24834

PARCEL 1:

All that portion of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, that lies South and East of the County Road known as Old Fort Road, EXCEPTING THEREFROM the following:

A tract of real property in the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point, marked with a one-half inch steel rod, on the Easterly right of way boundary of Old Fort Road, this date existing which point bears North 32.72 feet and East 287.01 feet from the South 1/16 corner of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence along said Easterly right of way boundary of Old Fort Road, North 50° 34' East, 96.88 feet and North 23° 00' East, 229.12 feet to a $\frac{1}{2}$ inch iron pipe; thence leaving said right of way boundary, at right angles, bearing South 67° 00' East, 676.63 feet to a $\frac{1}{2}$ inch iron pipe; thence South 18° 09' West, 316.12 feet to a one-half inch iron pipe; thence North 67° 00' West, 735.41 feet to a $\frac{1}{2}$ inch iron pipe on existing fence line; continuing North 67° 00' West, 12.78 feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of real property in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that land recorded in Volume 260, page 278 of Deed Records of Klamath County, more particularly described as follows:

Beginning at the intersection of the Easterly right of way boundary of the Old Fort Road (county road) and the North boundary of the $NW\frac{1}{4}SE\frac{1}{4}$ of said Section 22; thence East along said boundary 304.0 feet, more or less, to the Northeast corner of said $NW\frac{1}{4}SE\frac{1}{4}$; thence South along the East boundary of same, a distance of 810.0 feet; thence West 647.0 feet, more or less to the Easterly right of way boundary of aforesaid Old Fort Road (county road); thence Northeasterly along said right of way boundary to the point of beginning.

PARCEL 2:

The $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

The $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Please return after recording to:
Mountain Title Company
407 Main Street
Klamath Falls, Oregon
8303-L

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 22nd day of October A.D., 19 79 at 2:46 o'clock P. M., and duly recorded in Vol M79 of Deeds on Page 24832.

FEE \$10.50

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of October A.D., 19 79 at 3:28 o'clock P. M., and duly recorded in Vol N79 of Deeds on Page 25000.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernetha J. Hirsch Deputy

WM. D. MILNE, County Clerk

By Bernetha J. Hirsch Deputy