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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 11 day of November, 1981, by and between Monty D. Hardt and Lory K. Hardt, husband and wife hereinafter called the first party, and Theodore N. Emard and Dorothy L. Emard, 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:

A portion of Sections 14 and 15 in Township 34 South, Range 7 East of the Willamette Meridian described as follows:
Beginning at the Northwest corner of the $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ of said Section 14, this corner being the true point of beginning of this description; thence East along the North line of said $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ of Section 14 to the Northeast corner of said $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ of Section 14; thence South along the East line of said $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ of Section 14 a distance of 1158 feet to a point; thence North 60° West 541 feet to a point; thence West 429 feet to a point; thence North 887 feet more or less to the South line of Woodland Park Subdivision; thence East along said South line of Woodland Park to the true point of beginning.

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 two irrigation ditch right of ways 6 feet wide.

(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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations: said right of ways shall be used for irrigation purposes only.

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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: the centerlines shall coincide with the centerlines of the ditches now on the property described herein with one meandering Southerly and one meandering Southwesterly from a point near the North-east corner of the herein described property to the Southerly line of said property.

and second party's right of way shall be parallel with said center line and not more than three 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.

Monty D. Hardt
Monty D. Hardt
Lory K. Hardt
Lory K. Hardt

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

November 14, 1981

Personally appeared the above named Monty D. Hardt & Lory K. Hardt and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

JULY 16, 1984

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and

_____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

_____ a corporation, 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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Monty D. Hardt and

Lory K. Hardt

AND

Theodore N. Emard and

Dorothy L. Emard

AFTER RECORDING RETURN TO

Ted Emard
1000 B...
Chilquien...

SPACE RESERVED

FOR

RECORDING USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 2 day of December, 1981, at 11:52 o'clock AM., and recorded in book/reel/volume No. M 81 on page 20742, or as document/file/instrument/microfilm No. 7012, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *Joyce M. Stone* Deputy

Fee \$8.00