

37544

AGREEMENT FOR EASEMENT

Vol. 1784 Page 9643

THIS AGREEMENT, Made and entered into this _____ day of May, 19 84, by and between Edgar F. Downing and Anna L. Downing hereinafter called the first party; and Ned V. Goecken and Ellen Goecken 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 tract of land situated in the N $\frac{1}{2}$ of Section 10, T. 39 S. R. 11 E.W.M, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the center section line of said Section 10, said point being S 00°02'06" E 1145.23 feet from the N $\frac{1}{2}$ corner of said Section 10; thence S 00°02'06" E, along the said center section line 852.05 feet; thence S 19°16'22" W 530.67 feet; thence S 89°30'16" E 321.41 feet; thence S 01°22'18" E 143.82 feet to the East-West center section line of said Section 10; thence S 89°51'55" E 1166.65 feet to the C-E 1/16 corner; thence N 00°06'48" E 1485.91 feet; thence N 89°48'38" W 1209.83 feet, along the south line of the 12-foot easement; thence N 00°06'48" E 12.00 feet; thence N 89°48'38" W 110.00 feet to the 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 easement for the pipe line for drainage

(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 ~~commence to run~~ be indefinite, always subject, however, to the following specific conditions, restrictions and considerations:

1. The easement shall be used only for the purpose of drainage of the land described in the first paragraph of this agreement.

2. The easement shall not be used for any other purpose without the written consent of the first party.

3. The easement shall not be used for any purpose that would cause damage to the land described in the first paragraph of this agreement.

4. The easement shall not be used for any purpose that would cause a nuisance to the land described in the first paragraph of this agreement.

5. The easement shall not be used for any purpose that would cause a violation of any law or ordinance.

6. The easement shall not be used for any purpose that would cause a violation of any covenant or restriction.

7. The easement shall not be used for any purpose that would cause a violation of any deed or mortgage.

8. The easement shall not be used for any purpose that would cause a violation of any other instrument.

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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: Situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 39 S. R. 11 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the N $\frac{1}{2}$ corner of said Section 10; thence S 00°02'06" E. 1145.23 feet to a 1 $\frac{1}{2}$ " iron pin; thence East 115 feet to the True Point of Beginning on the existing pipe line; thence Southwesterly to the end of said pipe line in the Horsefly Irrigation District ditch, said point being Southeasterly 72 feet from said 1 $\frac{1}{2}$ " iron pin, with bearings based on Survey No. 2713, as recorded in the office of the Klamath County Surveyor. and second party's right of way shall be parallel with said center line and not more than five (5) 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.

Edgar F. Downing
Edgar F. Downing
Anna L. Downing
Anna L. Downing

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

STATE OF OREGON,

County of Klamath } ss.

May 22, 1984

Personally appeared the above named Edgar F. Downing and Anna L. Downing and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

Notary Public for Oregon

My commission expires: July 31, 1989

(ORS 93.490)

STATE OF OREGON, County of _____ ss.

Personally appeared _____

and 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 _____

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

Downing

AND

Goecken

AFTER RECORDING RETURN TO

Ned Goecken
Rt. 1 - Box 1239
Orland, California 95963

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 8th day of June, 1984, at 9:37 o'clock AM., and recorded in book/reel/volume No. M84 on page 9643 or as document/fee/file/instrument/microfilm No. 37544, Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME
By *Roma Smith* TITLE Deputy

Fee: \$8.00