

RECORDED: 1985  
 46757  
 203 MAR 20 1985

Vol. 14620-1 Page 3669  
 AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 12th day of March, 1985, by and between Charles G. Duncan and Leone M. Duncan, husband and wife hereinafter called the first party, and J. Randall Pope and Virginia Lee Pope, 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:

FOR EASEMENT SEE ATTACHED "EXHIBIT A"  
 VGBEWEENL

COUNTY OF  
 STATE OF OREGON

1/18/82  
 1/18/82  
 1/18/82

WITNESSETH:

WITNESSETH:

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 an easement for ingress and egress for operation and maintenance of the Pope-Flesher-Duncan Ditch, commencing at a point where the centerline of the Pope-Flesher-Duncan Ditch intersects the East right of way line of Pope Road, said point being in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 40 South, Range 11 East of the Willamette, Klamath County, Oregon; thence extending Southerly along the centerline of said Ditch to a point on the West line of the NW $\frac{1}{4}$  of Section 3, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Said easement to be 16 feet in width Easterly and parallel to the centerline of the Pope-Flesher-Duncan Ditch, as it existed February 18, 1985.

(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:

Easement is described as follows:

If the easement is for a right of way over or across land owned by the first party, the easement shall be subject to the following conditions, restrictions and considerations:

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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:

power to the following specific conditions, restrictions and considerations:

The easement described above shall continue for a period of PERPETUITY and shall be subject to the right of way of the first party's said real estate and second party's right of way shall be parallel with said center line and not more than                      feet distant from either side thereof.

Each of the parties herein named, the first party and second party, do hereby certify that they are the owners of the property described above and all rights and interests therein.

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.

Klamath County, Oregon

THE STATE OF OREGON, County of Klamath, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of Klamath, State of Oregon.

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

STATE OF OREGON,

County of Klamath

March 13, 1985

Personally appeared the above named

Charles G. Duncan and Leone M. Duncan,

and acknowledged the foregoing instrument to be

their voluntary act and deed.

STATE OF OREGON, County of Klamath, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of Klamath, State of Oregon.

Personally appeared                      and                      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

CONTRACT 2016 OF OREGON AND

HABEAS CORPUS: THE FIRST PARTY IS THE RECORD

RECORDING: THE SECOND PARTY IS THE RECORD

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.  
407 Main Street  
Klamath Falls, Oregon 97601  
attention: Jean

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/reel/volume No.                      on

page                      or as document/fee/file/instrument/microfilm No.                     

Record of                      of said County.

Witness my hand and seal of                      County affixed.

By                      Deputy

SPACE RESERVED

FOR

RECORDING

RECORDERS USE

THE RECORDING BOOK

RECORDING

RECORDING

RECORDING

RECORDING

RECORDING

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" EXHIBIT A "

3671

The following described property situate in Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

SECTION 33: The  $E\frac{1}{2}$  of the  $SE\frac{1}{4}$ , EXCEPTING THEREFROM that portion thereof lying within Pope Road; Also excepting therefrom that portion lying southerly and westerly of the Pope-Flesher-Duncan Ditch.

SECTION 34: The  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$ ; the  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$ , EXCEPTING THEREFROM that portion of the  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$  lying southerly and westerly of the Pope-Flesher-Duncan Ditch.

The following described property situate in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

SECTION 3: The  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$ , EXCEPTING THEREFROM that portion lying Westerly of the Pope-Flesher-Duncan Ditch.

3672

EXHIBIT "B"

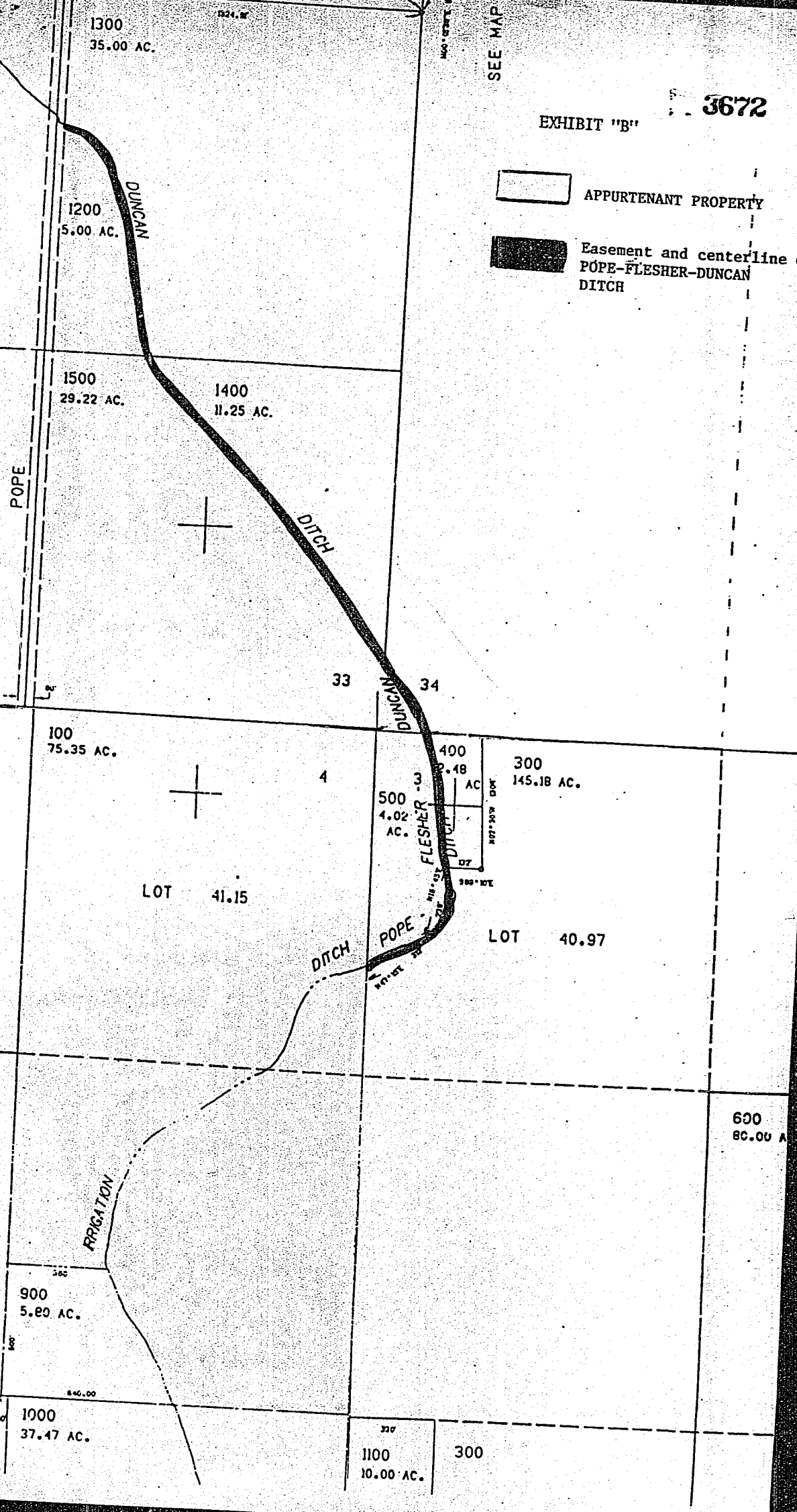
SEE MAP



APPURTENANT PROPERTY



Easement and centerline of  
POPE-FLESHER-DUNCAN  
DITCH



## " EXHIBIT C "

3673

Township 40 South, Range 11 East of the Willamette Meridian,  
Klamath County, Oregon:

SECTION 33: That portion of the  $E\frac{1}{2}SE\frac{1}{2}$  lying Southwesterly of the Pope-Flesher-Duncan Irrigation ditch. Also excepting therefrom that portion thereof lying within Pope Road.

SECTION 34: That portion of the  $SW\frac{1}{2}SW\frac{1}{2}$  lying Southwesterly of the Pope-Flesher-Duncan Irrigation ditch.

Township 41 South, Range 11 East of the Willamette Meridian,  
Klamath County, Oregon:

SECTION 3: That portion of the  $NW\frac{1}{2}NW\frac{1}{2}$  lying Northerly and Westerly of the Pope-Flesher-Duncan Irrigation ditch.

SECTION 4: The  $E\frac{1}{2}NE\frac{1}{2}$  EXCEPTING THEREFROM approximately 6 acres conveyed by deed dated September 5, 1961, recorded in Volume 332 at page 286 to V. L. Pope, Deed Records of Klamath County, Oregon, as follows: Beginning on the East and West center line of Section 4, Township 40 South, Range 11 East of the Willamette Meridian, at a point 640 feet East of the Southwest corner of the  $SE\frac{1}{2}NE\frac{1}{2}$  of said Section; thence West 640 feet; thence North 500 feet; thence East 360 feet to the irrigation ditch; thence Southeasterly in a straight line, along the irrigation ditch to the point of beginning, all in Section 4, Township 41 South, Range 11 East of the Willamette Meridian.

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

on this 12th day of March A.D. 19 85  
at 2:03 o'clock P M, and duly  
recorded in Vol. M85 of Deeds

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**EVELYN BIEHN**, County Clerk

By [Signature] Deputy

Fee 21.00