

46988

AGREEMENT FOR EASEMENT

Vol. 185 Page 4087

THIS AGREEMENT, Made and entered into this 18th day of March, 1985, by and between ARIE DeJONG hereinafter called the first party, and ELSO DeJONG and DITA DeJONG, 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:

All that portion of the NE $\frac{1}{4}$ of Section 16 lying Southerly of the center line of Lost River; the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16, LESS portion deeded for road described in Deed Vol 74, page 71, records of Klamath County, Oregon, all in Township 39 South, Range 11 East of the Willamette Meridian.

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 across:

The West 30 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 39 South, Range 11 East of the Willamette Meridian, lying North of the county road and South of Lost River, for the purpose of repair, replacement, maintenance and use of the pumping station, pipeline, and related facilities.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

Easement is described as follows:

If this easement is for a right of way over or across the land, the owner of the land shall be bound to maintain the same in a safe and usable condition.

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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 easement described above shall continue for a period of _____ years, beginning on the _____ day of _____, 19____, and shall terminate on the _____ day of _____, 19____, and second party's right of way 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.

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

March 18, 1985

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____

voluntary act and deed.

Before me,

Notary Public for Oregon

My commission expires: 8/27/87

ARIE DEJONG

STATE OF OREGON, County of _____

ss. _____

Personally appeared _____, 19____, and _____

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

AND

AFTER RECORDING RETURN TO

ARIE DeJong
Rt. 1, Box 202
Bonanza, OR. 97023

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 19th day of March, 1985, at 3:08 o'clock P.M., and recorded in book/reel/volume No. M85 on page 4087 or as document/fee/file/instrument/microfilm No. 46988, Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk

By Sam Smith Deputy

Fee: \$9.00