81952

THIS AGREEMENT, Made and entered into this by and between modellarry F. and Fonda R. Mauch thereinafter called the first party, and E. Martin & Shirley-Ec. Kernson 25thay of November 1987.

hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath. re-turns of microstan in 61952 County, State of Oregon, to-wit: rease 21.207 or an enclosumeral fits 11.8

A portion of Lot 3; Section 2, Township 40 South, Range 8 East of the Willamette, Base and Meridian, Klamath County, Gregon, said tract, of land containing an existing and usable Irrigation Canal, and being particularly described as follows:

Beginning at the intersection of the north boundary of Lot 3 ~ with the medial waterline of the Klamath River, all in Section 22 T. 40S. R. 8E., W. B. &M. Klumath County, Oregon; thence west along the morth boundary of aforesaid Lot/3, a distance of 900.00 feet; thence south 72.00 feet; thence easterly 900.85 feet to the medial waterline of the Klum/th River; thence upstream along same 33.00 feet to the point of beginning, enclosing an anatomic and the point of beginning. area of 1.085 acres, more or less.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate; ... attorned to NOW THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party.ig the kirst party paid and other valuable considerations; the receipt of all of which hereby is acknowl. edged by the liest party, they agrae as follows: Court The first party does hereby grant, assign and set over to the second party

the right of use of the above described tract of land and use of The right of use of the above described that of land and use of the existing and usable Trigation Canal contained therein for the purpose of transporting irrigation water from the Klamath River to the adjoining land on the north, (Limited to adjoining 20 acres North).

day and year that lattinations written

IN APLIANESS WHEREOR The phalos birets bareled by indiament in displications that the that this instructed shalf apply, built to their shalls and to compression the spacefulths Inchedes the Jennines and the reuten and separabily, all changes that in made or transfer to the analyzoning the authorisms that which the confiction requires reside in the classical andicals the planets

(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 teal estate (including the right from time to time except as hereitaiter provided, to cut, itim 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 de-Scribed seal 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 use ....., always subject, however, to the following specific conditions, restrictions and considerations:

generalists is described as follows

If the consider deflores tight of wes died of across from thirth is were rail estate, the center fine of said

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

however, in the following specific scholions, r	rde focal period of a poriperual ause in a mays subject. extracións and carellar audio.
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and second party's right of way shall be parall	qua saka tps-latit batta promiss trom this sug in clinics of el with said center line and not more thanteet said) butta sunt quas (using) ose uni control some apur qui
branches and other phatriculous I agressary for	the second party's use engagnent, operation and amintenance of
This agreement shall bind and inure to immediate parties hereto but elso their respectivelles there is a support well at the support well at the support well at the support of the suppor	the benefit of, as the circumstances may require, not only the tive heirs, executors, administrators and successors in interest as
that this instrument shall apply both to indivi	the context so requires; words in the singular include the plural; suter; and generally, all changes shall be made or implied so duals and to corporations.
day and year first hereinabove written.	hereto have subscribed this instrument in duplicate on this, the
The adjoining land on the 10%	
burboss of the sport of separation ID TO THE STATE OF THE	and cribed trace or land and use of therm.  The Racky on the Killian rep Pressor.
STATE OF OREGOE  County of The	STATE OF OREGON, County of
Personally appeared the above named to be and acknowledged she integrity instrument to be a construction of the construction o	Personally appeared and commencers in the commencers and in the commencers and in the commencers and in the commencers and the commencers are president and that the latter is the
Single Political States of the	secretary of , a corporation, , a corporation, , and that the seal affixed to the foregoing instrument is the corporate seal
(OFFICIAL TO THE SEAL)	and that the seal allized to the decegoing instrument is the corporate seal of said corporation and that said instrument was algaed and sealed in behalf to lead corporation by authority of the beard of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Ankinery hints for Oregon DOMIGEL  My Financision expires;  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DE SECTION OF THE HOLEN POSTUGETY OF LOE 3 (OFFICIAL SEAL)  ONY CONTRASTOR SERVICES (OFFICIAL SEAL)  ONY CONTRASTOR SEALOR (OFFICIAL SEAL)
and be AGREEMENT active of conti	STATE OF OREGON
CRE WALLANGERRED and Mer d	(1211119 214 123915 County of In Klamath SS. 31. [13191911] Corosa (County of In Klamath SS. 31. [13191] That the within instru-
April or of 3, section 2	[Octopito at   Comment was received for record on the 25th day of November 19 87
County, Smitt of Oregon, (3-3977)	at 2:52 o'clock P.M., and recorded
WHERLYS The date of the record	in book/reel/volume NoM87on MILLE FOR page 21337or as document/fee/file/ instrument/microfilm No. 81952,
D) SUKAFTER RECORDING RETURN OF HUT 1	ு முக்காக இது பட்டி <b>Record of Cheeds.</b> இது மூர் புரைந்து <b>of said County.</b>
Martin Kerns	η της την βετηνία (Witness my chand and seal of County affixed.
Route 1851 1862 300 10 Fee	WEWLEON EVERWINE Evelyn Richn, County Clerk
Clemeth tralls, OR 97601	By / / Mr. Land Deputy