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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 25th day of November, 1987, by and between HARRY E. and Fonda R. Mauch, hereinafter called the first party, and E. Martin & Shirley F. Kerns, 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 Lot 3, Section 2, Township 40 South, Range 8 East of the Willamette Base and Meridian, Klamath County, Oregon, 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 2, T. 40S., R. 8E., W.B. & M., Klamath County, Oregon; thence west along the north 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 Klamath River thence upstream along same 33.00 feet to the point of beginning, enclosing an area of 1.085 acres, more or less.

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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 the right of use of the above described tract of land and use of the existing and usable Irrigation 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).

IN WITNESS WHEREOF the parties have hereunto set their hands and the instrument is published in the presence of the undersigned, the County Clerk and County Auditor, on this 25th day of November, 1987.

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

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:

reference to the following electric acquisition easements and easement:

The easement described above shall continue for a period of thirty years, and shall be subject to the following conditions:

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.)

STATE OF OREGON

County of Tillamook ss.  
Personally appeared the above named                      and acknowledged the foregoing instrument to be a voluntary act and deed.

Before me,                      Notary Public for Oregon, My commission expires:                     

(OFFICIAL SEAL)                      Notary Public for Oregon, My commission expires:                     

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)                      Notary Public for Oregon, My commission expires:                     

**AGREEMENT FOR EASEMENT**

**BETWEEN**

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STATE OF OREGON, County of Klamath ss.

I certify that the within instrument was received for record on the 25th day of November, 19 87, at 2:52 o'clock P.M., and recorded in book/reel/volume No. M87 on page 21337 or as document/fee/file/instrument/microfilm No. 81952, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By                      Deputy

Martin Kerns  
Route 21338 Box 303  
Klamath Falls, OR 97601

Fee: \$10.00