

ME 21431

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## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 5 day of May, 19 89,  
 by and between ALMETA D. HORSLEY & CHANDELLE L. CRUMRINE  
 hereinafter called the first party, and LUTHER J. HORSLEY & CANDACE O. HORSLEY,  
 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:

Lots 7 and 8 and the East one-half of Lot 6 in Block 3;  
 All of Blocks 4 and 5;  
 Lots 7, 8, 9, 10, and the East one-half of Lots 6 and 11 in Block 6;  
 Lot 8 in Block 9;  
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 10;  
 Lot 7 in Block 11;  
 all in Midland Heights Addition to the Town of Midland, Oregon, according to the  
 official plat thereof on file in the office of the County Clerk of Klamath County,  
 Oregon.

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 appurtenant to the real property of the second party more particularly described in Exhibit "B" attached hereto, Said Easement being more particularly described in Exhibit "A" attached hereto.

(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:

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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:

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 Klamath ) ss.  
May 5, 1989  
Personally appeared the above named  
Almeta D. Horsley  
and acknowledged the foregoing instrument to be  
her voluntary act and deed.

(OFFICIAL  
SEAL)

Before me:

Marlene J. Tule  
Notary Public for Oregon

My commission expires: 6/16/92

STATE OF OREGON,

County of Lake ) ss.

(ORS 93.490)

STATE OF OREGON, County of ..... ) ss.  
....., 19.....

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)

BE IT REMEMBERED, That on this 8th day of May, 1989,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Chanelle L. Crumrine

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

AFTER RECORDING RETURN TO

Horsley  
P.O. Box 209  
Medford, OR 97534

My Commission expires

Notary Public for Oregon

Susan K. Bunch  
SUSAN K. BUNCH

NOTARY PUBLIC OREGON

My Commission Expires 4/2/93



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Engineers ▲ Planners ▲ Surveyors

## EXHIBIT "A"

## Waterline Easement for Luther &amp; Candy Horsley

An easement for the construction, operation and maintenance of an underground water line and the well & pump supplying said water line, located in the SW 1/4 SW 1/4 of Section 31, T.39S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows:

Commencing at a 3/4" iron pipe on the south line of Section 31, T.39S., R.9E., W.M. from which the southwest corner of said Section 31 bears North 89° 23'30" West 1320.00 feet; thence North 15° 07'19" West 626.51 feet to the Point of Beginning for this easement description; thence North 46° 31'36" West 22.50 feet; thence North 43° 28'24" East 30.00 feet; thence South 46° 31'36" East 111.42 feet; thence North 41° 13'55" East 118.76 feet, more or less, to a point on the east line of the SW 1/4 SW 1/4 of said Section 31; thence southerly along said east line 22.76 feet; thence South 41° 13'55" West 117.23 feet; thence North 46° 31'36" West 104.52 feet; thence South 43° 28'24" West 15.00 feet to the Point of Beginning.

Job# 1307-01  
5/2/89

## EXHIBIT "B"

### Parcel Description for Luther and Candy Horsley

A parcel of land located in the SE 1/4 SW 1/4 of Section 31, T.39S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows:

Commencing at a 3/4" iron pipe on the south line of Section 31, T.39S., R.9E., W.M. from which the southwest corner of said Section 31 bears North 89° 23'30" West 1320.00 feet; thence North 19° 55'53" East 757.42 feet to the Point of Beginning for this parcel; thence North 41° 19'25" West 387.32 feet; thence North 48° 40'35" East 112.47 feet; thence South 41° 19'25" East 387.32 feet; thence South 48° 40'35" West 112.47 feet to the Point of Beginning; containing 1.00 acres. Bearings are based on recorded Survey No. 895.

Together with a 30.00 foot wide easement for access to the above described parcel, the centerline of which is described as follows:

Commencing at a 3/4" iron pipe on the south line of Section 31, T.39S., R.9E., W.M., from which the southwest corner of said Section 31 bears North 89° 23'30" West 1320.00 feet; thence North 88° 41'20" East 896.39 feet to a point on the northerly right-of-way line of Old Midland Road, said point being the Point of Beginning for this easement description; thence North 18° 00'00" West 289.27 feet; thence North 32° 14'33" West 230.55 feet; thence North 50° 59'00" West 453.73 feet to a point on the southeasterly boundary of the above described parcel; from which point the most easterly corner of said parcel bears North 48° 40'35" East 15.22 feet.

Job # 1307-01  
4/5/89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 10<sup>th</sup> day  
of May A.D., 19 89 at 4:01 o'clock P.M., and duly recorded in Vol. M89  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page 8030.  
\_\_\_\_\_ County Clerk

Evelyn Biehn, County Clerk

By Danilo M. Hernandez

FEE \$23.00