

6101

AGREEMENT FOR EASEMENT

MC 21985-D Vol m89 Page 18908

THIS AGREEMENT, Made and entered into this 30 day of September, 19 89, by and between DAVID T. JENSEN AND PATRICIA J. JENSEN, husband and wife, hereinafter called the first party, and DAN D. MC AULIFFE AND JOSEPHINE MC AULIFFE, 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:

The E1NW1NW1 and the NE1NW1 of Section 14, Township 40 South, Range 15 of the Willamette Meridian, Klamath County, Oregon.

FOR EASEMENT
VGBREWEML

100 OCT 6 AM 9 27

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 an existing irrigation ditch running North and South supplying water from the Van Brimmer Ditch to the real property of the Second Party. Said existing irrigation ditch has been in existence for approximately 41 years. Said easement to include as easement for ingress and egress to maintain said existing ditch and appurtenances thereto.

Said easement to be appurtenant to the real property of the Second Party 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:

see attached

WITNESSETH:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Klamath, State of Oregon, this 30th day of September, 1989.

10000

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 upon said center line of said easement 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.

David T. Jensen
David T. Jensen
Patricia J. Jensen
Patricia J. Jensen

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

(ORS 93.490)

STATE OF OREGON, } ss.
County of Klamath

October 3, 1989

Personally appeared the above named

David T. Jensen & Patricia J. Jensen

and acknowledged the foregoing instrument to be voluntary act and deed.

STATE OF OREGON, County of Klamath } ss.

Personally appeared

..... 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)

My Commission Expires 9-6-92
C. BARNES
NOTARY PUBLIC OREGON

Before me:

Notary Public for Oregon

My commission expires: 9-6-92

AGREEMENT FOR EASEMENT

BETWEEN

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.

County of

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/fec/file/instrument/microfilm No.

Record of

Witness my hand and seal of County affixed.

NAME

By

Deputy

AFTER RECORDING RETURN TO

222 South Sixth
Klamath Falls, OR
97601

It is the intent of Glenn W. and Anita K. Lapeyre, the buyers of the Dan McAuliffe Ranch and David T. and Patricia J. Jensen, owners of the adjacent property to put an underground pipeline in place of the existing open irrigation ditch within five years from the closing date of the McAuliffe-Lapeyre sale. It is understood that the expense of this pipeline will be shared 50%-50% by both parties above that amount paid by the ASCS office in conjunction with the Soil Conservation Service. The date of installation of the pipeline will be mutually acceptable to both parties. \$ cost

David T. Jensen
David T. Jensen

Patricia J. Jensen
Patricia J. Jensen

10-3-89
Date

Glenn W. Lapeyre
Glenn W. Lapeyre

Anita K. Lapeyre
Anita K. Lapeyre

10-5-89
Date

STATE OF OREGON,

COUNTY OF Klamath) SS.

BE IT REMEMBERED, That on this 3rd day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Patricia J. Jensen and David T. Jensen

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they 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

Sharon K. Green
Notary Public for Oregon.

My Commission expires 10/11/93

N-45 11-81

STATE OF OREGON,

County of Klamath } SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 5 day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glenn W. Lapeyre & Anita K. Lapeyre

known to me to be the identical individual then described in and who executed the within instrument and acknowledged to me that they 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.

Wendene P. Stach
Notary Public for Oregon.

My Commission expires 6-16-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of Oct. A.D. 19 89 at 9:27 o'clock A.M., and duly recorded in Vol. M89,
of Deeds on Page 18908

FEE \$18.00

Evelyn Biehn County Clerk
By Wendene Stach