

11426

AGREEMENT FOR EASEMENT

Vol. m90 Page 3124

THIS AGREEMENT, Made and entered into this 5th day of January, 1990, by and between The State of Oregon by and through the Director of Veterans' Affairs and * hereinafter called the first party, and State of Oregon, Acting by and through the Water Resources Department, 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:

* Sam A. Henzel and Thurston K. Henzel

See Exhibit "A"

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

A 30 foot wide easement for Ingress and Egress, the center line of which is more particularly as follows:

Beginning at the corner common to Sections 20, 21, 28 and 29 of Township 40 South, Range 10, E.W.M., said point being on centerline of Buesing Road; thence North along an existing roadway on the line between Sections 20 and 21 to an intersection with the Southerly right-of-way line of the USBR No. 5 Drain; thence following along said existing roadway in a Northeasterly and Easterly direction to its intersection with the East line of the SW1/4 of said Section 21, said Township and Range and the terminus of the Easement hereby granted.

(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 to cut, fell, to clear, to grub, to remove trees, brush, 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:

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:

as above

and second party's right of way shall be parallel with said center line and not more than 15 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.

State of Oregon
 By: Lester Frakes
 LESTER FRAKES for Director, Department
 of Veterans' Affairs
 Dated January 5, 1990

STATE OF OREGON,

County of Klamath

February 1, 1990

Personally appeared the above named Sam A. Henzel and Orlando K. Henzel and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon
 My commission expires: 12-19-92

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.

Notary Public for Oregon

(OFFICIAL SEAL)

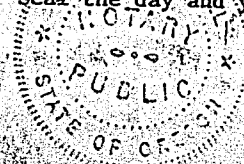
State of Oregon

County of Marion

BE IT REMEMBERED, That on this 5th day of January, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lester Frakes for the Director, Dept of Veterans' Affairs

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

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



Sina Withnell
 My Commission expires: 07-05-92

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL A:

④ A tract of land situated in Sections 20, 21, 28 and 29 all in T. 40 S., R. 10 E. of the W. M., Klamath County, Oregon, more particularly described as follows: Beginning at the point of intersection of the Northeasterly right of way line of State Highway No. 39 (Merrill Highway) and the section line common to said Sections 28 and 29; thence Northwesterly along said Northeasterly right of way line to the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 20; thence Northerly along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 20 to the centerline of the U.S.B.R. Drain; thence Easterly along said drain to the section line common to Sections 20 and 21; thence East to the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21; thence Southerly along the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21 and the East line of the W $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28 to the Southwesterly right of way line of the Southern Pacific Railroad; thence Southeasterly along said railroad right of way line to the South line of the NW $\frac{1}{4}$ of said Section 28; thence Westerly along the South line of said NW $\frac{1}{4}$ to the Southwest corner of the NW $\frac{1}{4}$ of said Section 28; thence Northerly along the West line of the NW $\frac{1}{4}$ of said Section 28 to the Point of Beginning.

The above described tract of land includes the right of Fred Hess, John Hess and Paul Hess, their heirs or assigns to use and maintain the existing road beginning at the intersection of Highway 39 and the line common to Sections 28 and 29, T. 40 S. R. 10 E.W.M., running thence Northerly and Easterly to the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21.

✓ SAVING AND EXCEPTING, a tract of land situate in the NW $\frac{1}{4}$ of Section 28, T. 40 S.R. 10 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the intersection of the East line of the W $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28 with the Northerly right of way line of State Highway No. 39; thence North along said East line 1744 feet, more or less, to the centerline of an irrigation ditch; thence S. 54°34' W. along said centerline 240 feet, more or less; thence leaving said centerline, N. 81°32'41" W., 46.22 feet to the centerline of the U.S.B.R. Drain; thence Southwesterly along the centerline of said drain, the following courses and distances: S. 08°27'19" W. 865 feet; S. 38°35'09" W., 293 feet, more or less, to said Northerly right of way line of State Highway No. 39; thence S. 46°17'55" E., along said right of way line 762 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING, All that portion of the NW $\frac{1}{4}$ of Section 28, Township 40 S., R. 10 E.W.M., which lies Southwesterly of the Southwesterly line of the Southern Pacific Railroad right of way.

PARCEL B:

(2) A tract of land situated in Section 21, Township 40 South, Range 10 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21; thence Southerly along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21 to the centerline of the U.S.B.R. drain; thence East to the Westerly bank of Lost River, also being the right bank of said Lost River; thence Northerly and Westerly along the said right bank to the West line of said Section 21; thence Southerly to the point of beginning.

EXCEPTING THEREFROM the following parcels of land:

A PARCEL 1: A tract of land situated in the SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 10 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at a point from which the East quarter corner of said Section 21 bears N. 69°53'25" E. 4178.84 feet and the Southeast corner of a barn bears S. 84°30'30" W. 91.3 feet; thence East 100.0 feet; thence South 212.36 feet to the North line of the Paul Hess property; thence West along said line 100.00 feet; thence North 212.36 to the point of beginning.

B PARCEL 2: A tract of land situated in the S $\frac{1}{4}$ of Section 21, T40S, R10EWM, Klamath County, Oregon, more particularly described as follows: Beginning at a point from which the E $\frac{1}{4}$ corner of said Section 21 bears N68°00'43"E 4124.07 feet; thence South 105 feet to the Southeast corner of a tract of land described as Parcel 1 in Volume M76-4925, as recorded in the Klamath County deed records; thence East 1692 feet, more or less, to the Westerly line of Lost River; thence Northwesterly, along said Westerly line to a point which bears East of the point of beginning; thence West to the point of beginning, containing 4 acres, more or less.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 16th day
of Feb. A.D., 19 90 at 9:22 o'clock A.M., and duly recorded in Vol. M90
of Deeds on Page 3124
By Evelyn Biehn County Clerk
Pauline Muelenders

FEE \$43.00

Return: K.C.T.C.