

ONBE

12027

Klamath, Oregon

Vol. m90 Page 4155

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of February , 19 ,
 by and between JOHN T. BOWERS AND DARLENE BOWERS, HUSBAND AND WIFE,
 hereinafter called the first party, and ENTERPRISE IRRIGATION DISTRICT
 , 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:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO

JOHN BOWERS
WIFE

TOWN OF KLAATH

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 acknowl-
 edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

SEE ATTACHED EXHIBIT "C" ATTACHED HERETO

(In witness whereof) the parties herein have exercised their judgment in endeavoring
 to conciliate and compromise to the public good or quietude.

This instrument is a concession of the parties to be sufficient and no formal or technical objection
 may be taken to it, so that the document may be admitted to recording and acknowledged in
 the office of the recorder of deeds of the county or town in which the instrument is executed.

(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 de-
 scribed 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 EXHIBIT "B" ATTACHED HERETO

GARMIN IN OWNERSHIP OR AGAINST

If this instrument is lost or destroyed, it will be replaced at the expense of the parties.

VJ28

1960 MARCH 4 PHM 5

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:

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO
FOR A DESCRIPTION OF THE EASEMENT AND ITS CENTER LINE.

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.

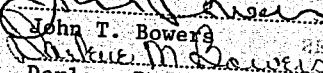
During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allocated to each party should total 100.) 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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated March, 2nd, 1990


John T. Bowers

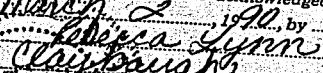

Darlene Bowers

FIRST PARTY
(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)


Enterprise Irrigation District

SECOND PARTY

STATE OF OREGON, back book and office manager
County of Klamath
This instrument was acknowledged before me on
March 2, 1990, by


Rebecca Lynn Claybaugh
Notary Public for Oregon

(SEAL)
My commission expires: 1-1-94

STATE OF OREGON, RECEIVED OF THE OWNER OF THE PROPERTY
IN CONSIDERATION OF ONE DOLLAR } ss. OF THE REVENUE
County of Klamath }
This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

SEE VVILED

EXHIBIT "B" VVILED

COURT SIGNATURES
AND TO SELL

NAME KEYED IN THIS DOCUMENT

RECORDED ON DATE

AFTER RECORDING RETURN TO
STEVEN L. BARTLETT #5
4420 Bartlett #5
Klamath Falls, Or. 97603

J. SOSS

VG EEWEMI FOR EVIDENCE

SPACE RESERVED
FOR
RECORDER'S USE

RECORDED ON DATE
RECORDED ON DATE

STATE OF OREGON,
County of _____ } ss.

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 fee/file/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of County affixed.

RECORDED

NAME

By _____ Deputy _____

TITLE

EXHIBIT "A"

4157

LEGAL DESCRIPTION FOR JOHN T. BOWERS and DARLENE BOWERS

(A) A tract of land situated in the SW1/4 SE1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of the SW1/4 SE1/4 of said Section 6, said point being the Northeast corner of JUNCTION ACRES subdivision; thence South 89 degrees 07' 30" West along the South line of said Section 6, which is also the North line of said Subdivision, a distance of 30 feet; thence Northerly, parallel with the East line of the SW1/4 SE1/4 of said Section 6, a distance of 175 feet to the true point of beginning of this description; thence Northerly parallel with the East line of the SW1/4 SE1/4 of said Section 6, a distance of 175 feet, more or less, to the intersection with the centerline of the Enterprise Irrigation District Canal as it is presently located and constructed; thence Northwesterly and Southwesterly along the centerline of said canal to a point that is Northerly, measured on a line parallel with the East line of the SW1/4 SE1/4 of said Section 6, a distance of 350 feet from the South line of said Section 6; thence South 89 degrees 07' 30" West parallel with the South line of said Section 6, which is the North line of said Subdivision, to the intersection with the East line of that tract of land deeded to Heaton, as described in Deed Volume 359, page 448; thence South 28 degrees 23' 30" East and South 00 degrees 21' 45" East along the East line of said Heaton Tract to a point that is Northerly, measured on a line parallel with the East line of the SW1/4 SE1/4 of said Section 6, a distance of 175 feet from the South line of said Section 6; thence North 89 degrees 07' 30" East parallel with the South line of said Section 6, which is the North line of said subdivision, to the true point of beginning of this description.

(B) A tract of land situated in the SW1/4 SE1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said Section 6, said point being on the North line of JUNCTION ACRES Subdivision and being South 89 degrees 07' 30" West a distance of 30 feet from the Northeast corner of said subdivision which is also the Southeast corner of the SW1/4 SE1/4 of said Section 6; thence Northerly parallel with the East line of the SW1/4 SE1/4 of said Section 6 a distance of 175 feet; thence South 89 degrees 07' 30" West parallel with the South line of said Section 6, which is the North line of said subdivision to the intersection with the East line of the tract of land deeded to Heaton as described in Deed Volume 359, page 448; thence South 00 degrees 21' 45" East along the East line of Heaton Tract a distance of 175 feet, more or less, to the South line of said Section 6, which is the North line of said subdivision; thence North 89 degrees 07' 30" East along the South line of said Section 6, and along the North line of said subdivision to the point of beginning.



4159

EXHIBIT "C"

EASEMENT DESCRIPTION

FROM JOHN BOWERS

TO ENTERPRISE IRRIGATION DISTRICT

A strip of land for the purpose of operation, maintenance, and repair of an irrigation ditch and/or buried pipe line situated in the SW1/4 SE1/4 Section 6, Township 39 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, said strip of land being within the boundaries of Major Partition No. 45-89 as recorded in the records of the clerk in the County of Klamath, State of Oregon, and being 15 feet of either side of the following described centerline:

Beginning at a point on the southerly boundary line of Major Partition No. 45-89 from which the East 1/16 corner common to Sections 6 and 7 bears South 86° 40' 58" East 281.86 feet; thence North 00° 35' 02" West 162.89 feet; thence North 08° 12' 02" West 58.68 feet; thence North 34° 05' 54" West 35.82 feet; thence North 49° 25' 23" West 81.79 feet; thence North 14° 26' 13" West 30.52 feet to the northeast corner of Parcel 3 of Major Partition No. 45-89.

Together with a strip of land 15.00 feet in width along the southerly side of the northerly boundary of Parcel 1 of Major Partition No. 45-89 for the purpose of operation, maintenance, and repair of an irrigation ditch, said strip lying parallel and contiguous with said northerly boundary of Parcel 1 described as follows:

Beginning at the northeast corner of Parcel 3 of Major Partition 45-89, thence North 34° 38' 45" East 177.25 feet; thence along an arc of a curve to the right (Radius = 67.00 feet, central angle = 83° 40' 50") 97.85 feet; thence South 61° 40' 25" East 139.69 feet; thence South 53° 58' 57" East 49.47 feet to a point on the easterly boundary line of Major Partition No. 45-89.

1018-13
1/30/90

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Steven Warner the 5th day of March A.D. 1990 at 4:19 o'clock P.M., and duly recorded in Vol. M90, on Page 4155.
FEE \$48.00
By Evelyn Biehn County Clerk
Dawne Mullender