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97 SEP -8 P3:43

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 23rd day of May, April, 1995,
 by and between DANIEL J. WILLIAMS AND HENRIETTA C. WILLIAMS, 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:

The South 5 acres of Tract 9 of ENTERPRISE TRACTS, 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 the 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 buried
 pipeline, including ingress, egress and maintenance thereto, and being over and across
 the real property described in Exhibit "A" attached hereto and made a part hereto.

AMERITILE, has recorded this
 instrument by request as an accomodation only,
 and has not examined it for regularity and sufficiency
 or as to its effect upon the title to any real property
 that may be described therein.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
 FOR
 RECORDER'S USE

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/instru-
 ment/microfilm/reception No. _____,
 Record of _____
 of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____ Deputy

After recording return to (Name, Address, Zip):
ENTERPRISE IRRIGATION DISTRICT

4806 Hwy 39

K. Falls OR 97603

The second party shall have all rights of ingress and egress to and from the 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:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless 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 0% and the second party being responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

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 (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate on this, the day and year first hereinabove written.

Daniel J. Williams
Daniel J. Williams

Henrietta C. Williams
Henrietta C. Williams

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

4/26, 1996, by DANIEL J. WILLIAMS and HENRIETTA C. WILLIAMS

Kristen L. Redd
Notary Public for Oregon

My commission expires 11/16/99

ENTERPRISE IRRIGATION DISTRICT

Carl Russell
Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

April 23, 1996, by Carl Russell as Manager

ENTERPRISE IRRIGATION DISTRICT

Carol A. McCullough
Notary Public for Oregon

My commission expires 11-11-97
CAROL A. MCCULLOUGH
NOTARY PUBLIC - OREGON
COMMISSION NO. 029459
MY COMMISSION EXPIRES NOV 11, 1997

Owners
Erwin R. Ritter, L. S. W. R. E.
Dennis A. Ensor, L. S. W. R. E.

EXHIBIT "A"

TRU (SURVEYING) LINE

TELEPHONE (503) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

JANUARY 23, 1995

LEGAL DESCRIPTION
16 FOOT WIDE EASEMENT
WILLIAMS TO ENTERPRISE IRRIGATION DISTRICT

A 16 FOOT WIDE EASEMENT IN TRACT 9 OF "ENTERPRISE TRACTS"
BEING IN THE S1/2 NW1/4 OF SECTION 35, T38S, R9EWM, KLAMATH
COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE SOUTH 16 FEET OF SAID TRACT 9 OF "ENTERPRISE TRACTS".

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

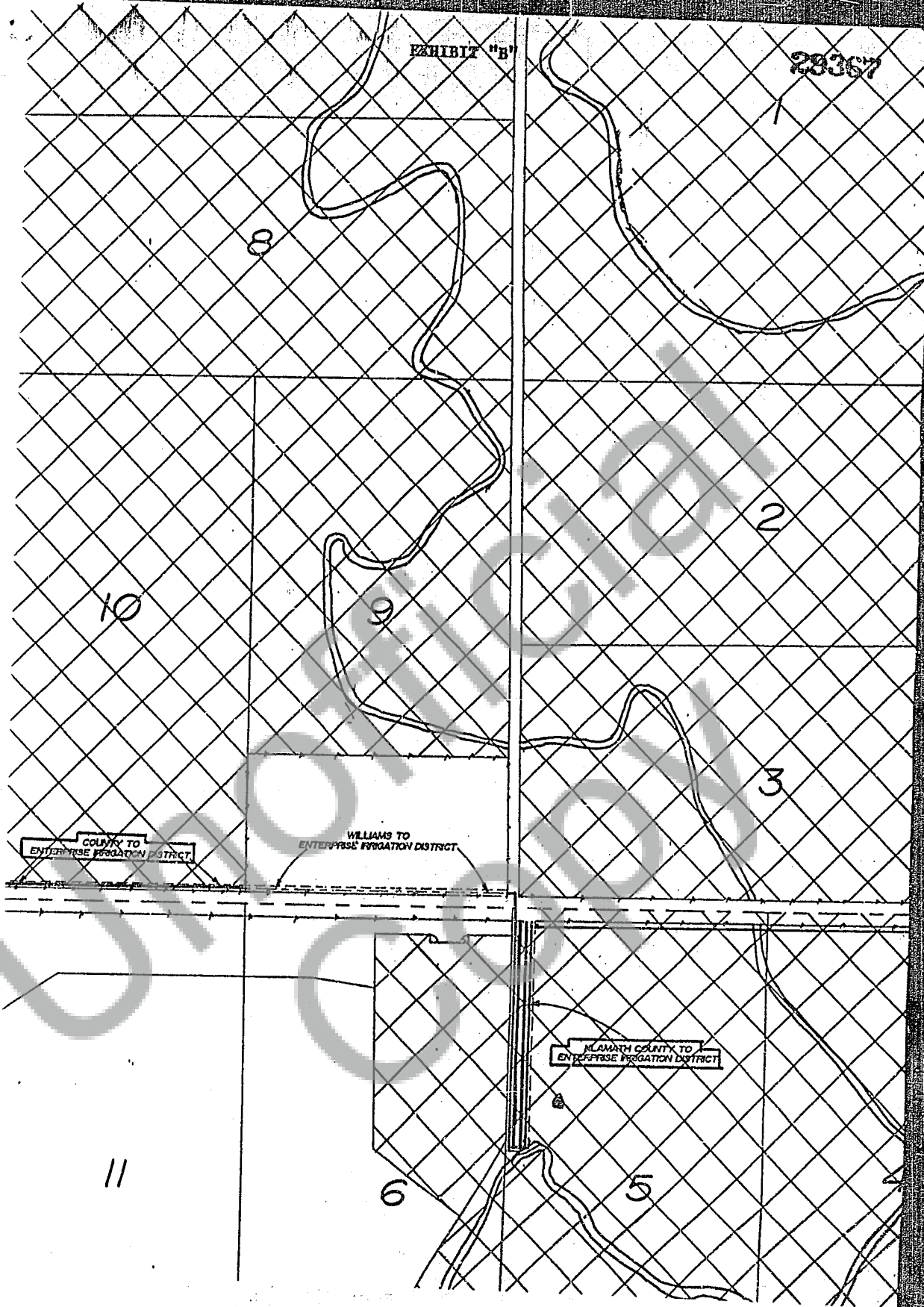
Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12-31-95

EXHIBIT "B"

29367



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of Sept. A.D., 19 97 at 3:43 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 29364.

FEE \$25.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross