

44800

Vol. 1197 Page 29368

'97 SEP -8 AGREEMENT FOR EASEMENT

96  
95

THIS AGREEMENT, Made and entered into this 23rd day of May, 1995, by and between ALBERT L. LETSCH AND BERNETHA C. LETSCH, 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 "C" 12

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.

AMERITITLE, has recorded this instrument by request as an accommodation 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**

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

4806 HWW 39

City - 97603

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.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy



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 have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Albert L. Letsch  
Albert L. Letsch

Bernetha G. Letsch  
Bernetha G. Letsch

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on May 14, 1996, by Albert L. Letsch as Manager of ENTERPRISE IRRIGATION DISTRICT

OFFICIAL SEAL  
CAROL A. MCCULLOUGH  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 029459

MY COMMISSION EXPIRES NOV 11, 1997

Notary Public for Oregon

11-11-97

ENTERPRISE IRRIGATION DISTRICT

BY Don Russell

Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on April 23, 1996, by Don Russell as Manager of ENTERPRISE IRRIGATION DISTRICT

Carol A. McCullough  
Notary Public for Oregon

OFFICIAL SEAL  
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) 684-3691  
 2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

JANUARY 26, 1995

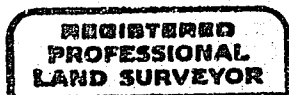
LEGAL DESCRIPTION  
 16 FOOT EASEMENT

## LETSCH TO ENTERPRISE IRRIGATION DISTRICT

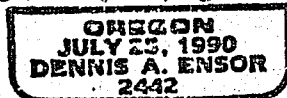
A 16 FOOT EASEMENT IN TRACT 13 OF "ENTERPRISE TRACTS" AND THE E1/2 NE1/4 OF SECTION 34, T38S, R9EW, KLAMATH COUNTY, OREGON, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN DEED VOLUME M74 PAGE 12,862 OF THE KLAMATH COUNTY DEED RECORDS FROM WHICH THE SOUTHEAST CORNER OF THE NE1/4 NE1/4 OF SAID SECTION 34 BEARS S00°01'52"E 40.00 FEET AND N88°26'57"E 8.00 FEET; THENCE S00°01'52"E, PARALLEL TO THE EAST LINE OF SAID NE1/4 NE1/4, 40.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 13; THENCE CONTINUING S00°01'52"E, PARALLEL TO THE EAST LINE OF SAID TRACT 13, 1303.29 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13, WITH BEARINGS BASED ON RECORD OF SURVEY NUMBER 2518 AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

EXCEPTING THEREFROM: ANY PORTION OF THE ABOVE DESCRIBED EASEMENT THAT LIES WITHIN THE RIGHT OF WAY OF FOOTHILLS BOULEVARD.



*Dennis A. Ensor*



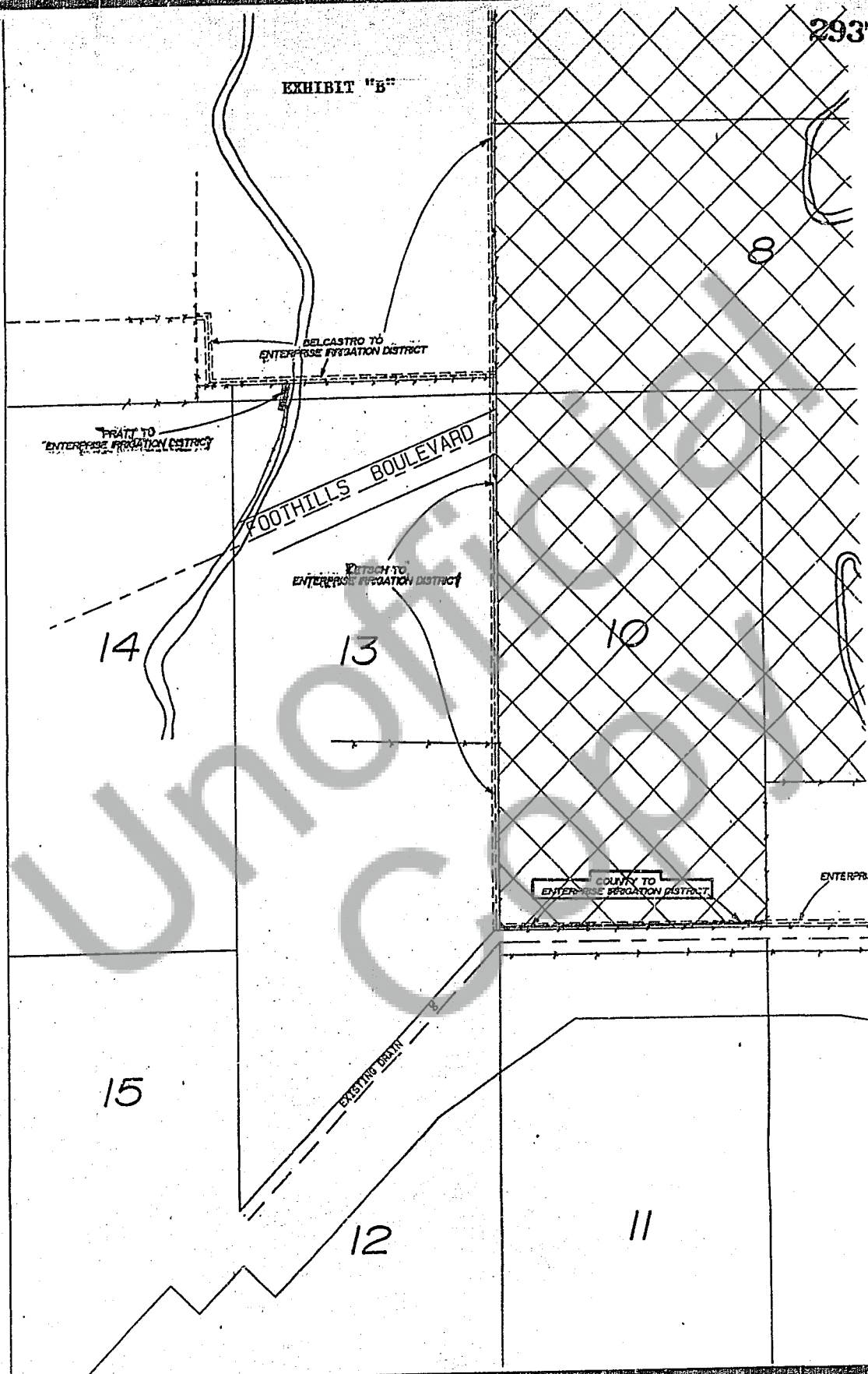
*Dennis A. Ensor*  
 DENNIS A. ENSOR O.L.S. 2442

EXPIRES: 12/31/95



29371

EXHIBIT "B"





**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

A tract of land situated in the E1/2 of the NE1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin located on the SE corner of the NE1/4 of the NE1/4 of said Section 34; thence North along the East line of said Section 34 a distance of 40.0 feet to an iron pin; thence South 88 degrees 33' West parallel to the South line of the NE1/4 of the NE1/4 of said Section 34 a distance of 515.9 feet to an iron pin; thence South 10 degrees 10' West a distance of 122.4 feet to an iron pin; thence North 88 degrees 53' East a distance of 537.5 feet to an iron pin located on the East line of said Section 34; thence North along the East line of said Section 34 a distance of 83.0 feet more or less to the point of beginning.

**EASTERLY PORTION OF PARCEL 2**

A tract of land located in the E1/2 of the SE1/4 of the NE1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at an iron pin located on the East line of said Section 34 South a distance of 83.0 feet from the SE corner of the NE1/4 of the NE1/4 of said Section 34; thence South along the East line of said Section 34 a distance of 160.0 feet to an iron pin; thence South 88 degrees 53' West a distance of 604.9 feet to an iron pin; thence North 22 degrees 50' 36" East a distance of 173.62 feet to an iron pin; thence North 88 degrees 53' East a distance of 537.5 feet to the point of beginning.



**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

A tract of land situated in Tract 13 of ENTERPRISE TRACTS, more particularly described as follows:

Beginning at an iron pin located on the East line of said Tract 13, which point is North 30 feet from the East quarter corner of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 44 degrees 02' West a distance of 950.6 feet to the most Southerly corner of said Tract 13; thence North along the West line of said Tract 13, 1647.5 feet to an iron pin; thence North 33 degrees 33' East a distance of 101.0 feet to an iron pin; thence North 88 degrees 53' East a distance of 604.9 feet to an iron pin on the East line of said tract; thence South along the East line of said tract 1060.3 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Amerititle the 8th day  
of Sept. A.D., 19 97 at 3:43 o'clock P. M., and duly recorded in Vol. M97  
of Deeds on Page 29368

FEE \$35.00

By Bernetha G. Letsch, County Clerk  
Kathleen Ross