

WILLIAMSON & SONS, INC.
COUNTY OF CLATSOP
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FORM No. 926 - GENERAL EASEMENT

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44801

97 SEP -8

P3.43

1396-8589 Vol. 1396 Page 29374



AGREEMENT FOR EASEMENT

THIS AGREEMENT Made and entered into this 23rd day of May April 1996 by and between DONNA RADFORD, TRUSTEE OF THE RESIDUARY FUND TESTAMENTARY TRUST OF THE ESTATE 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:

* OF ELMER BELCASTRO AND JENNIE F. BELCASTRO

SEE ATTACHED EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF

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. Said Exhibit "A" has three pages of three different easement legals.

AMERTITLE, 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

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 fee/file/instrument/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

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

By- Donna D. Russell, trustee
Trustee of the Residuary Fund Testamentary
Trust of the estate of Elmer Belcastro

ENTERPRISE IRRIGATION DISTRICT

BY- Don Russell

Second Party

Jennie F. Belcastro
First Party

STATE OF OREGON, Jennie F. Belcastro

County of Klamath

STATE OF OREGON, }

County of Klamath } ss.

This instrument was acknowledged before me on

May 13, 1996, by

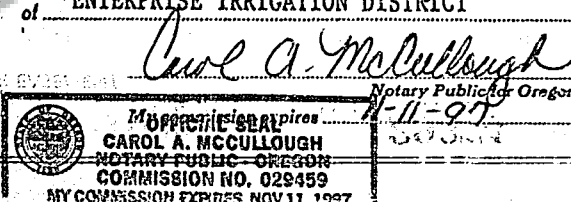
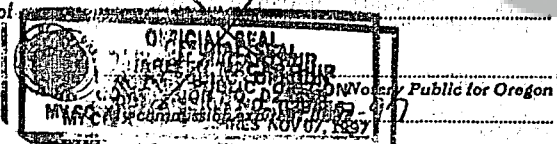
Jennie F. Belcastro

This instrument was acknowledged before me on

April 23, 1996, by Don Russell

Manager

of ENTERPRISE IRRIGATION DISTRICT



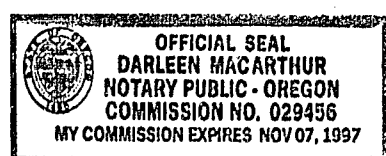
STATE OF OREGON, }
County of Klamath } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 13 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Jennie F. Belcastro

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



Darleen MacArthur
Notary Public for Oregon
My commission expires 11-7-97

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

EXHIBIT "A"
PAGE 1 of 3

29376

TRU (SURVEYING) **LINE**

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

JANUARY 26, 1995

BELCASTRO TO ENTERPRISE IRRIGATION DISTRICT

LEGAL DESCRIPTION FOR A 16 FOOT WIDE EASEMENT TO ENTERPRISE IRRIGATION DISTRICT, SITUATED IN NE1/4 NE1/4 OF SECTION 34, T38S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 34, BEING 8 FEET NORTHERLY OF THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 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 48.00 FEET; THENCE S88°26'57"W, PARALLEL TO THE NORTH LINE OF SAID PARCEL 1, AND PARCEL 2 AS SHOWN ON R.O.S. 342, AND ITS EXTENSION, 718.65 FEET; THENCE N01°10'39"W 162.76 FEET; THENCE S89°02'03"W 29.30 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EAST LINE OF PARCEL 3 OF "MAJOR LAND PARTITION 79-40" AS SHOWN ON R.O.S. 3139, WITH BEARINGS BASED ON R.O.S. 2518.

Dennis A. Ensor
DENNIS A. ENSOR OLS 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES: 12/31/95

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

EXHIBIT "A"
PAGE 2 of 3

29377

TRU (SURVEYING) **LINE**

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

JANUARY 26, 1995

BELCASTRO TO ENTERPRISE IRRIGATION DISTRICT

LEGAL DESCRIPTION FOR A 16 FOOT WIDE EASEMENT TO ENTERPRISE IRRIGATION DISTRICT, SITUATED IN THE W1/2 SW1/4 OF SECTION 26, THE E1/2 SE1/4 OF SECTION 27, AND THE NE1/4 NE1/4 OF SECTION 34, T38S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED VOLUME M74 PAGE 12,862 OF THE KLAMATH COUNTY DEED RECORDS, BEING 8.00 FEET WESTERLY OF THE EAST LINE OF SECTION 34, T38S, R9EWM, KLAMATH COUNTY, OREGON, FROM WHICH THE SOUTHEAST CORNER OF THE NE1/4 NE1/4 OF SAID SECTION 34 BEARS N88°26'57"E 8.00 FEET AND S00°01'52"E 40.00 FEET; THENCE N00°01'52"W, PARALLEL TO THE SAID EAST LINE, 1293.73 FEET TO A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 34 BEARS S83°52'15"E 8.05 FEET; THENCE N12°17'22"E 170.39 FEET; THENCE N02°47'43"W 180.82 FEET; THENCE N16°01'24"W 103.43 FEET; THENCE E00°50'45"W 1303.99 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M91 PAGE 7941 OF THE KLAMATH COUNTY DEED RECORDS, WITH BEARINGS BASED ON R.O.S. 2518.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR

OLS 2442

EXPIRES: 12/31/95

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

TRU (SURVEYING) **LINE**

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

JANUARY 26, 1995

BELCASTRO TO ENTERPRISE IRRIGATION DISTRICT

LEGAL DESCRIPTION FOR A 16 FOOT WIDE EASEMENT TO ENTERPRISE IRRIGATION DISTRICT, SITUATED IN THE SW1/2 SW1/4 OF SECTION 26 AND THE SE1/2 SE1/4 OF SECTION 27, T38S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED VOLUME M74 PAGE 12,862 OF THE KLAMATH COUNTY DEED RECORDS, BEING 8.00 FEET WESTERLY OF THE EAST LINE OF SECTION 34, T38S, R9EWM, KLAMATH COUNTY, OREGON, FROM WHICH THE SOUTHEAST CORNER OF THE NE1/4 NE1/4 OF SAID SECTION 34 BEARS N88°26'57"E 8.00 FEET AND S00°01'52"E 40.00 FEET; THENCE N00°01'52"W, PARALLEL TO THE SAID EAST LINE, 1293.73 FEET TO A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 34 BEARS S83°52'15"E 8.05 FEET; THENCE N12°17'22"E 170.39 FEET; THENCE N02°47'43"W 180.82 FEET; THENCE N16°01'24"W 31.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N81°58'38"W 142 FEET, MORE OR LESS, TO AN EXISTING PUMPHOUSE, WITH BEARINGS BASED ON R.O.S. 2518.

Dennis A. Ensor
DENNIS A. ENSOR OLS 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES: 12/31/95

EXHIBIT "B"

BELCASTRO TO
ENTERPRISE IRRIGATION DISTRICT

27 26
34 35

BELCASTRO TO
ENTERPRISE IRRIGATION DISTRICT

PRATT TO
ENTERPRISE IRRIGATION DISTRICT

BOULEVARD

EXHIBIT "C"
LEGAL DESCRIPTION

A tract of land situated in the SE1/4 SE1/4 of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of the SE1/4 SE1/4 of said Section 27; thence Easterly along the Northline of the SE1/4 SE1/4 of said Section 27 to its intersection with the Westerly line of the Enterprise irrigation Canal; thence Southwesterly along the Westerly line of the Enterprise Irrigation district Canal to its intersection with the West line of the SE1/4 SE1/4 of said Section 27, said point being North 0 degrees 21' East a distance of 281.2 feet from the iron pin marking the Southwest corner of the SE1/4 SE1/4 of said Section 27; thence Northerly along the West line of the SE1/4 SE1/4 of said Section 27 a distance of 1056.4 feet, more or less, to the point of beginning.

A tract of land located in the W1/2 SW1/4 of Section 26; E1/2 SE1/4 of Section 27 and the NE1/4 of Section 34, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron axle situated on the Southwest corner of said Section 26; thence North 89 degrees 05' East along the South line of said Section 26 a distance of 660.0 feet to an iron pin; thence North 0 degrees 21' East parallel wit the West line of said Section 26 a distance of 1747.00 feet to an iron pin; thence South 89 degrees 29' West a distance of 1487.94 feet to an iron pin situated on the West edge of the Enterprise Irrigation District ditch easement; thence Southwesterly along the said Westerly ditch easement South 26 degrees 03' West 109.8 feet to a point; South 2 degrees 26' West 163.5 feet to a point; South 30 degrees 48' West 146.8 feet to a point; South 2 degrees 08' West 201.8 feet; South 27 degrees 04' West 450.2 feet to a point; South 12 degrees 27' West 264.8 feet to a point; South 28 degrees 51' West 260.5 feet to an iron pin on the West line of the SE1/4 SE1/4 of said Section 27; thence South 0 degrees 21' West along the West line of SE1/4 SE1/4 of said Section 27, a distance of 281.20 feet, to the iron pin marking the Southwest corner of said SE1/4 SE1/4 of Section 27; thence South 0 degrees 29' West along the West line of the NE1/4 NE1/4 of said Section 34 a distance of 716.11 feet to an iron pin; thence South 89 degrees 36' East a distance of 25.00 feet to an iron pin; thence North 0 degrees 24' East to a distance of 60.0 feet to an iron pin; thence South 89 degrees 36' East a distance of 332.73 feet to an iron pin; thence South 0 degrees 24' West a distance of 103.7 feet to an iron pin; thence South 89 degrees 36' East a distance of 237.53 feet to an iron pin; thence South 0 degrees 24' West a distance of 565.77 feet to an iron pin; thence North 89 degrees 37' East a distance of 87.77 feet to an iron pin; thence North 1 degree 04' East a distance of 40.0 feet to an iron pin; thence North 89 degrees 37' East a distance of 660.80 feet to an iron pin situated on the East line of said Section 34; thence North 1 degree 04' East along the East line of said Section 34 a distance of 1293 feet, more or less, 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 _____ 29374 _____

FEE \$40.00

By _____ Bernetha G. Letsch, County Clerk