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Vol. 1197 Page 35230

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 23rd day of May, 1996, by and between WILLIAM A. BARTLETT AND CATHERINE M. BARTLETT, 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" MADE A PART HEREOF

AMERTITLE, 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.

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.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

Don Russell
After recording return to (Name, Address, Zip):
ENTERPRISE IRRIGATION DISTRICT
4806 Hwy 39
Klamath Falls, OR 97603

SPACE RESERVED
FOR
RECORDEE'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/title/instrument/microfilm/reception No. _____, Record of _____ of said county.

Witness my hand and seal of County affixed.

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 _____% 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.

*William A. Bartlett by Becky Lynn Bartlett
Creswell, his attorney-in-fact
Catherine M. Bartlett by Becky Lynn Bartlett
Bartlett, his attorney-in-fact*
First Party

ENTERPRISE IRRIGATION DISTRICT

BY- *Carl A. McCullough*

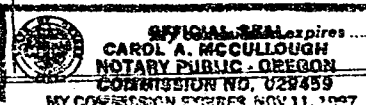
Second Party

STATE OF OREGON,
County of Klamath } ss.

This instrument was acknowledged before me on
October 27, 1997, by BECKY LYNN BARTLETT
CRESWELL as attorney-in-fact for
XXX WILLIAM A. BARTLETT & CATHERINE M. BARTLETT

STATE OF OREGON,
County of Klamath } ss.

This instrument was acknowledged before me on
April 23, 1997, by Don Russell
as Manager
of ENTERPRISE IRRIGATION DISTRICT



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 26, 1995

BARTLETT TO ENTERPRISE IRRIGATION DISTRICT

LEGAL DESCRIPTION FOR A 16 FOOT WIDE EASEMENT TO ENTERPRISE IRRIGATION DISTRICT, SITUATED IN THE E1/2 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 103.43 FEET; THENCE N00°59'45"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, BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N48°58'46"W 870.59 FEET; THENCE S83°07'47"W 69 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE ENTERPRISE IRRIGATION DISTRICT HIGH LINE CANAL, 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

35233

EXHIBIT "B"

ENTIRE MATCH DISTRICT
ENTIRE MATCH DISTRICT

EL CASTRO-TT
ENTERPRISE POPULATION DISTRICT

27 26
34 35

7

EXHIBIT "C"
LEGAL DESCRIPTION

The NW1/4 of the SE1/4 of Section 27; and a tract of land situated in the W1/2 SW1/4 of Section 26 and the E1/2 SE1/4 of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at the corner common to Sections 26, 27, 34 and 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence East, along the Section line a distance of 660 feet, more or less, thence North 1,747 feet; thence West, 2,020 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 27; thence South along the subdivision line, a distance of 1,747 feet, more or less, to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 27; thence East, along the section line, a distance of 1,360 feet, more or less, to the point of beginning.

ALSO, a tract of land in the NE1/4 SE1/4 of Section 27 and the NW1/4 SW1/4 of Section 26, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the 1/4 corner common to said Sections 26 and 27; thence South 89 degrees 40' West along the centerline of said Section 27, a distance of 1,358.52 feet to the West boundary of the NE1/4 SE1/4 of said Section 27; thence South 0 degrees 21' West along said West boundary a distance of 928.25 feet to an iron pin; thence North 89 degrees 29' East along the North line of that land deeded to Coleman and described in Deed Records of Klamath County, Oregon, in Volume 171, page 559, a distance of 2018.30 feet to an iron pin on the East boundary of the W1/2 W1/2 SW1/4 of said Section 26; thence North 0 degrees 21' East along said East boundary a distance of 928.51 feet to a point on the East-West centerline of said Section 26; thence South 89 degrees 05' West along the centerline of said Section 26, a distance of 659.82 feet, more or less to the point of beginning.

EXCEPTING THEREFROM the following:

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 North line of the SE1/4 SE1/4 of said Section 27 to its intersection with the Westerly line of the Enterprise Irrigation District 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.

ALSO EXCEPTING THEREFROM the following:

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 feet to an iron pin; thence North 0 degrees 21' East parallel with 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 26 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 East to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 27th day
of October A.D., 19 97 at 11:18 o'clock A.M., and duly recorded in Vol. M97
of Deeds on Page 35230.

FEE \$30.00

By Bernetha G. Leisch, County Clerk
Karlson