

2090

AGREEMENT FOR EASEMENT

Vol. 75 Page 7155

THIS AGREEMENT, Made and entered into this 20th day of May, 1975, by and between State of Oregon, by and through the State Board of Higher Education, hereinafter called the first party, and Klamath County, Oregon, a governmental subdivision of the State of Oregon, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in County, State of Oregon, to-wit:

Beginning at the Southeast corner of the NW<sup>1</sup>/<sub>4</sub> of Section 20, Township 38 South, Range 9 East W.M.; thence South 89°21' East 393.24 feet; thence North 0°46' East 1962.00 feet; thence North 89°05' West 2675.11 feet; thence South 0°50' West 1969.63 feet; thence South 89°10' East 966.14 feet; thence South 89°21' East 1318.1 feet to the point of beginning; containing 120.00 acres, more or less; ALSO, Beginning at the Northwest corner of the SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of said Section 20; thence South along the West boundary of same a distance of 400.0 feet; thence East, parallel with the North boundary 544.5 feet; thence North, parallel with the West boundary to the aforesaid North boundary; thence West, along same, to the point of beginning.

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 acknowledged 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 A"

(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 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 \_\_\_\_\_, always subject, however, to the following specific conditions, restrictions and considerations:

N O N E

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:

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

WITC

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7156

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 and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

APPROVED AS TO FORM:

*Edward Bransford*  
 ASSISTANT ATTORNEY GENERAL  
 OREGON STATE SYSTEM OF HIGHER EDUCATION

STATE OF OREGON, by and through

STATE BOARD OF HIGHER EDUCATION

*John D. Mosser*  
 President of the Board

*John D. Mosser*  
 Secretary of the Board

(If the above named first party is a corporation,  
 use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_

voluntary act and deed.

Before me:  
 (OFFICIAL  
 SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

STATE OF OREGON, County of \_\_\_\_\_ Union \_\_\_\_\_ ) ss.

May 20 \_\_\_\_\_

Personally appeared *John D. Mosser*

D. R. Larson

who, being duly sworn, each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of Oregon State

Board of Higher Education

and that the seal affixed to the foregoing instrument is the official seal

of said corporation and that said instrument was signed and sealed in behalf

of said corporation by authority of its board of directors and each of them,

acknowledged said instrument to be its voluntary act and deed.

Before me:

*Wilma L. Foster*

Notary Public for Oregon

My commission expires: *Feb. 24, 1978*

# AGREEMENT FOR EASEMENT

(FORM No. 926)

STEVENS-HESS LAW FIRM CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of \_\_\_\_\_

I certify that the within instru-

ment was received for record on the

day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded

in book \_\_\_\_\_ on page \_\_\_\_\_ or as

file number \_\_\_\_\_, Record of

\_\_\_\_\_ of said County.

Witness my hand and seal of

County affixed.

By \_\_\_\_\_

Title \_\_\_\_\_

Deputy \_\_\_\_\_

AFTER RECORDING RETURN TO \_\_\_\_\_



7157

## EXHIBIT A

A roadway easement, 85.00 feet wide, for the purpose of ingress and egress being 45.00 feet on the southerly side and 40.00 feet on the northerly side of the following described centerline:

Commencing at the Northeast corner of McLoughlin Heights, said point also being the Northeast corner of the SW 1/4 of the NE 1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon; thence North  $10^{\circ}23'37''$  East, 131.70 feet; thence North  $89^{\circ}57'33''$  East, 30.00 feet to the true point of beginning of this description; thence South  $89^{\circ}57'33''$  West, 1468.55 feet; thence 187.77 feet along the arc of a 136.42 foot radius curve to the left (the long chord of which bears South  $50^{\circ}31'35''$  West, 173.30 feet) to the South boundary of the NE 1/4 of the NW 1/4 of said Section 20, and there terminating.

Also, a roadway easement, 60.00 feet wide, for the purpose of ingress and egress, being 30.00 feet on either side of the following described centerline; commencing at the Northeast corner of said McLoughlin Heights; thence North  $10^{\circ}23'37''$  East, 131.70 feet; thence South  $00^{\circ}02'27''$  East, 45.00 feet to the true point of beginning of this description; thence South  $00^{\circ}00'58''$  East, 81.34 feet; thence 78.21 feet along the arc of a 409.26 foot radius curve to the right (the long chord of which bears South  $5^{\circ}27'32''$  West, 78.10 feet); thence South  $10^{\circ}56'02''$  West, 265.78 feet. Excepting therefrom, that part of the above described tract within the SW 1/4 of the NE 1/4 of said Section 20.

The first party reserves all rights for use of the above described property for roadway purposes.

*Per* OREGON INSTITUTE OF TECHNOLOGY  
ORETECH BRANCH P O  
KLAMATH FALLS, OREGON

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of O I T

this 24th day of JUNE A. D., 1975 at 12:35 o'clock P.M., and duly recorded in

Vol. M 75, of DEEDS on Page 7155

NO FEE

WM. D. MILNE, County Clerk

By *Alay L. Dugan* Deputy