

75344

## AGREEMENT FOR EASEMENT

Vol. 79 Page 2481

THIS AGREEMENT, Made and entered into this 11th day of October, 1979, by and between OBIL S. COLLEMAN and BERNIECE V. COLLMAN, husband and wife, hereinafter called the first party, and WILLIAM J. MILLS and RONELLA MILLS, husband and wife, 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 A.

LOE EYSEMEKI  
VGBELWEKI

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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

An easement 30 feet in width over an existing roadway for ingress and egress to the following property deeded to the party of the second part in Deed Volume M78, page 21920:

A tract of real property in the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point, marked with a  $\frac{1}{2}$  inch steel rod, on the Easterly right of way boundary of Old Fort Road, this date existing which point bears North 32.72 and East 287.01 feet from the South  $1/16$  corner of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence along said Easterly right of way boundary of Old Fort Road, North  $50^{\circ} 34'$  East 96.88 feet and North  $23^{\circ} 00'$  East, 229.12 feet to a  $\frac{1}{2}$  inch iron pipe; thence leaving said right of way boundary at right angles, bearing\*\*\*

(see continuation of legal description below)  
(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 perpetual easement, always subject, however, to the following specific conditions, restrictions and considerations:

\*\*\*South  $67^{\circ} 00'$  East, 676.63 feet to a  $\frac{1}{2}$  inch iron pipe; thence South  $18^{\circ} 09'$  West, 316.12 feet to a  $\frac{1}{2}$  inch iron pipe; thence North  $67^{\circ} 00'$  West 735.41 feet to a  $\frac{1}{2}$  inch iron pipe on the existing fence line; continuing North  $67^{\circ} 00'$  West 12.78 feet more or less to the point of beginning.

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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:

Said centerline of existing road is situate on the South right of way line of Old Fort Road approximately North 23° 00' East, 265 feet more or less from the most Northerly corner of the second parties property and runs in a Southeasterly direction.

SEE ATTACHED EXHIBIT B.

Note: The above described centerline is approximate and has not been surveyed.

and second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof.

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.

Obil S. Collman  
Berniece V. Collman

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

October 11, 1979

Personally appeared the above named

Obil S. Collman and Berniece V. Collman

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

My Commission Expires July 13, 1981

STATE OF OREGON, County of

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Personally appeared

and 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

a corporation, and that the seal affixed to the foregoing instrument is the corporate 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

# AGREEMENT FOR EASEMENT BETWEEN

STATE OF OREGON

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 on page or as file/reel number Record of of said county. Witness my hand and seal of County affixed.

Recording Officer

By Deputy

AFTER RECORDING RETURN TO

THIS VOUCHER

SPACE RESERVED FOR RECORDER'S USE

WITNESSETH

AND

WITNESSETH

WITNESSETH

WITNESSETH

WITNESSETH

WITNESSETH

All that portion of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, that lies South and East of the County Road known as Old Fort Road, EXCEPTING THEREFROM the following:

A tract of real property in the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point, marked with a one-half inch steel rod, on the Easterly right of way boundary of Old Fort Road, this date existing which point bears North 32.72 feet and East 287.01 feet from the South 1/16 corner of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence along said Easterly right of way boundary of Old Fort Road, North  $50^{\circ} 34'$  East, 96.88 feet and North  $23^{\circ} 00'$  East, 229.12 feet to a  $\frac{1}{2}$  inch iron pipe; thence leaving said right of way boundary, at right angles, bearing South  $67^{\circ} 00'$  East, 676.63 feet to a  $\frac{1}{2}$  inch iron pipe; thence South  $18^{\circ} 09'$  West, 316.12 feet to a one-half inch iron pipe; thence North  $67^{\circ} 00'$  West, 735.41 feet to a  $\frac{1}{2}$  inch iron pipe on existing fence line; continuing North  $67^{\circ} 00'$  West, 12.78 feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of real property in the  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that land recorded in Volume 260, page 278 of Deed Records of Klamath County, more particularly described as follows:

Beginning at the intersection of the Easterly right of way boundary of the Old Fort Road (county road) and the North boundary of the  $NW\frac{1}{4}SE\frac{1}{4}$  of said Section 22; thence East along said boundary 304.0 feet, more or less, to the Northeast corner of said  $NW\frac{1}{4}SE\frac{1}{4}$ ; thence South along the East boundary of same, a distance of 810.0 feet; thence West 647.0 feet, more or less to the Easterly right of way boundary of aforesaid Old Fort Road (county road); thence Northeasterly along said right of way boundary to the point of beginning.

~~STATE OF OREGON; COUNTY OF KLAMATH; ss.~~

~~Filed for record at request of \_\_\_\_\_~~

~~this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock M., and~~

~~truly recorded in Vol. \_\_\_\_\_, of \_\_\_\_\_ on Page~~

~~Wm D. MILNE, County Clerk~~

~~By \_\_\_\_\_~~

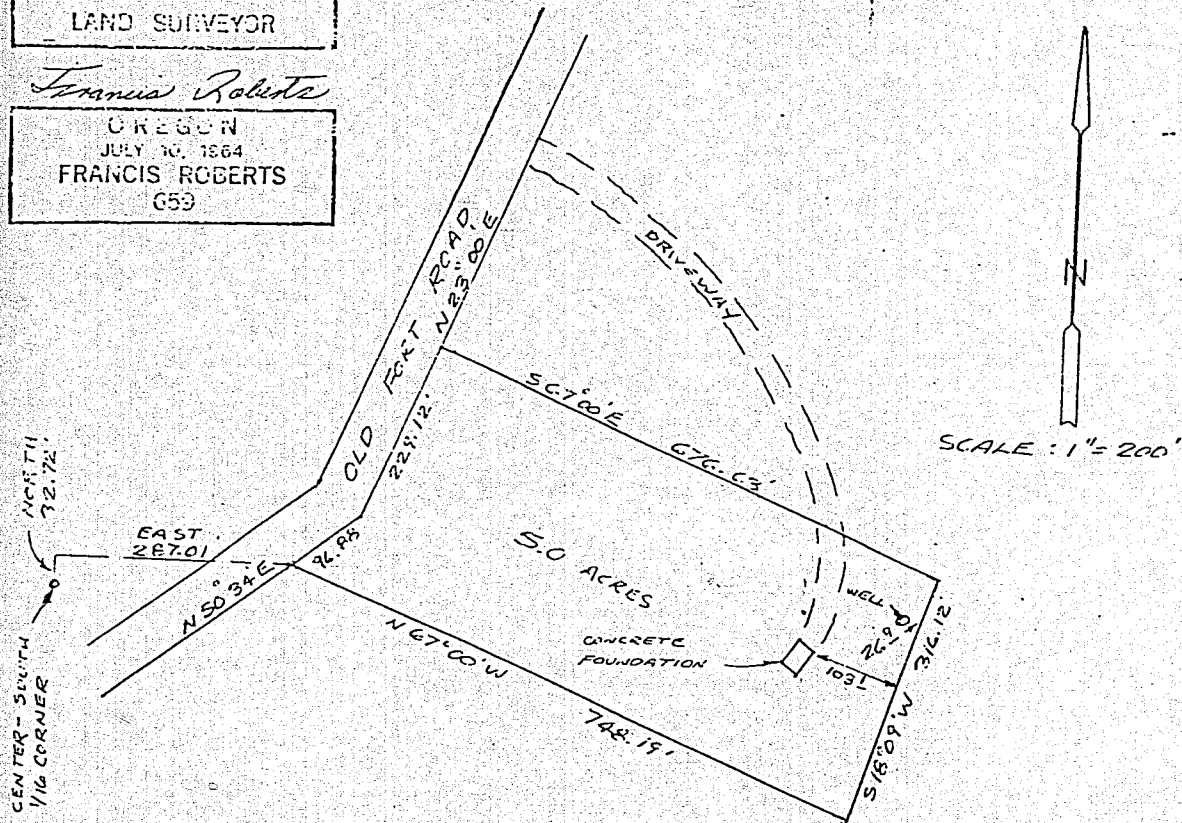
MAP SHOWING IMPROVEMENTS ON A TRACT OF LAND LOCATED  
IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22,  
T. 38 S., R. 9 E., W.M., KLAMATH COUNTY, OREGON

FOR: WILLIAM J. MILLS  
DEC. 2, 1978

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Francis Roberts*

OREGON  
JULY 10, 1864  
FRANCIS ROBERTS  
659



I FRANCIS ROBERTS, LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE  
LOCATED THE IMPROVEMENTS ON THE ABOVE TRACT AND FOUND NO  
BUILDING ENCROACHMENTS ACROSS PROPERTY LINES. THE DRIVEWAY  
IS LOCATED ON ADJACENT PROPERTY AS SHOWN.

AFTER RECORDING PLEASE RETURN TO :  
MOUNTAIN TITLE COMPANY  
407 Main Street  
Klamath Falls Oregon 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of  
October A.D., 19 79 at 9:27 o'clock A M., and duly recorded in Vol M79  
of Deeds on Page 24081.

\$14.00  
FEE

WM. D. MILNE, County Clerk

By: *Bernice Whitcomb* Deputy