

36391

AGREEMENT CREATING EASEMENT

Vol. ^m 80 Page 12256

J.M.P.
J.W.P.
cf. P.
THIS AGREEMENT made this 5th day of JUNE, 1980, by and between ^{THEODOOR} T. M. Jens, of Vista, California, herein called Grantor, and Mrs. and Mrs. John Wallace Plemons, of Klamath County, Oregon, herein called Grantees,

W I T N E S S E T H:

Grantor is the owner of that certain real property situated in Klamath County, Oregon, more particularly described as follows:

E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, and all that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$, lying Southeasterly of Highway 140 in Section 29; NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32; all in Township 36 South, Range 11 East Willamette Meridian

herein called "servient" property.

Grantees are the contract purchasers of that certain property situated in Klamath County, Oregon, more particularly described as:

S $\frac{1}{2}$ of Section 32, Township 36 South, Range 11 East Willamette Meridian, and Government Lots 1 and 2 and the NE $\frac{1}{4}$ of Section 5, Township 37 South, Range 11 East Willamette Meridian

herein called "dominant" property.

Grantor and Grantees believe that the owners of the "dominant" property, by color of title, have easements over and across the various roads now existing on the "servient" property, and it is the desire of Grantor and Grantees that one roadway and utility easement be established over and across the "servient" property for the benefit of the "dominant" property in lieu of all other easements; now, therefore,

Grantor and Grantees further agree to the following terms and conditions:

(1) Grantor hereby grants and conveys to Grantees, their heirs, successors and assigns, a perpetual, non-exclusive appurtenant easement for roadway and utility services over, across and upon the existing roadway route upon the "servient" property which road is located approximately as shown in red on the attached Exhibit "A" *J.M.P.*
J.W.P.
cf. P.

(2) The roadway easement shall be thirty (30) feet in width, together with an additional ten (10) foot width adjoining

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the thirty (30) foot roadway width for construction and maintenance of utility services;

(3) Grantor reserves the right at all times to use said roadway and utility easement in a manner that will not unreasonably interfere with the rights herein granted Grantees;

(4) Grantor agrees to execute all documents necessary or required by Pacific Power and Light Company, a corporation, and Beaver State Telephone Company, or either of them, for construction and maintenance of an electric transmission and distribution line of one (1) or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys, anchors, and other supports, and the right to place all or any part of such line underground, under, along and across the ten (10) foot easement herein described, together with the right to use the roadway easement herein described for access to said utility services;

(5) As consideration for the granting of the easement herein described, Grantees agree to improve the roadway easement as follows:

(a) Grade thirty (30) foot wide right of way and apply four (4) inches of rock on a ten (10) foot wide crown in the approximate middle of said roadway right of way.

(b) Install drain culverts, cattle guards, and wire gates at such locations as Grantees may deem necessary or desirable for the benefit of Grantor and Grantees.

(c) Grantees hereby relinquish and give up all other roadway easements to which they have an interest by color or title or otherwise over and across the "servient" property herein described;

(6) Grantor and Grantees agree that if ^{EXCLUSIVELY} all or any portion of the roadway easement herein described is used by Grantor or Grantees, the user shall be responsible for the entire maintenance of said portion of the roadway easement; however, to the extent that the roadway easement is subjected to joint use, the user shall be responsible for maintenance of said roadway easement in proportion to their respective use of such road;

(7) Grantor and Grantees have inspected Exhibit "A" ^{J.M.J.} ^{J.W.P.} ^{A.P.} attached hereto and by this reference made a part hereof, and are fully satisfied that the route of said easement is satisfactorily determined and agreed upon and that no survey shall be required. Grantor and Grantees have signed Exhibit "A" ^{J.M.J.} ^{J.W.P.} ^{A.P.} acknowledging such agreement;

(8) Grantor and Grantees agree that there is no time limit within which utility services must be requested by either Grantor or Grantees; ^{J.M.J.} ^{J.W.P.} ^{A.P.}

(9) In the event that Grantees fail to complete the purchase transaction of the "dominant" property herein described, then and in such event, this agreement shall be null and void and of no force or effect;

(10) Grantor and Grantees hereby acknowledge that no representations, nor warranties expressed or applied, have been made by Grantor or Grantees, except as may be specifically provided herein.

GRANTOR:

Theodore M. Jens
T. M. Jens

THEODORE

T.M.J.

GRANTEES:

John Wallace Plemons
Mr. John Wallace Plemons

STATE OF CALIFORNIA
County of SAN DIEGO

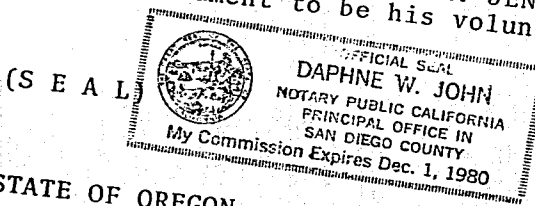
) ss.

Alario
Mrs. John Wallace Plemons
Mrs. John Wallace Plemons

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THEODORE
T.M.J.
J.W.P.
et al.

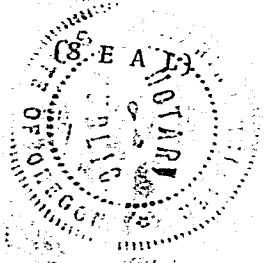
Before me this 5TH day of JUNE, 1980, personally appeared the above-named T. M. JENS, and acknowledged the foregoing instrument to be his voluntary act and deed



DAPHNE W. JOHN *Daphne W. John*
Notary Public for CALIFORNIA
My Commission Expires: Dec 1, 1980

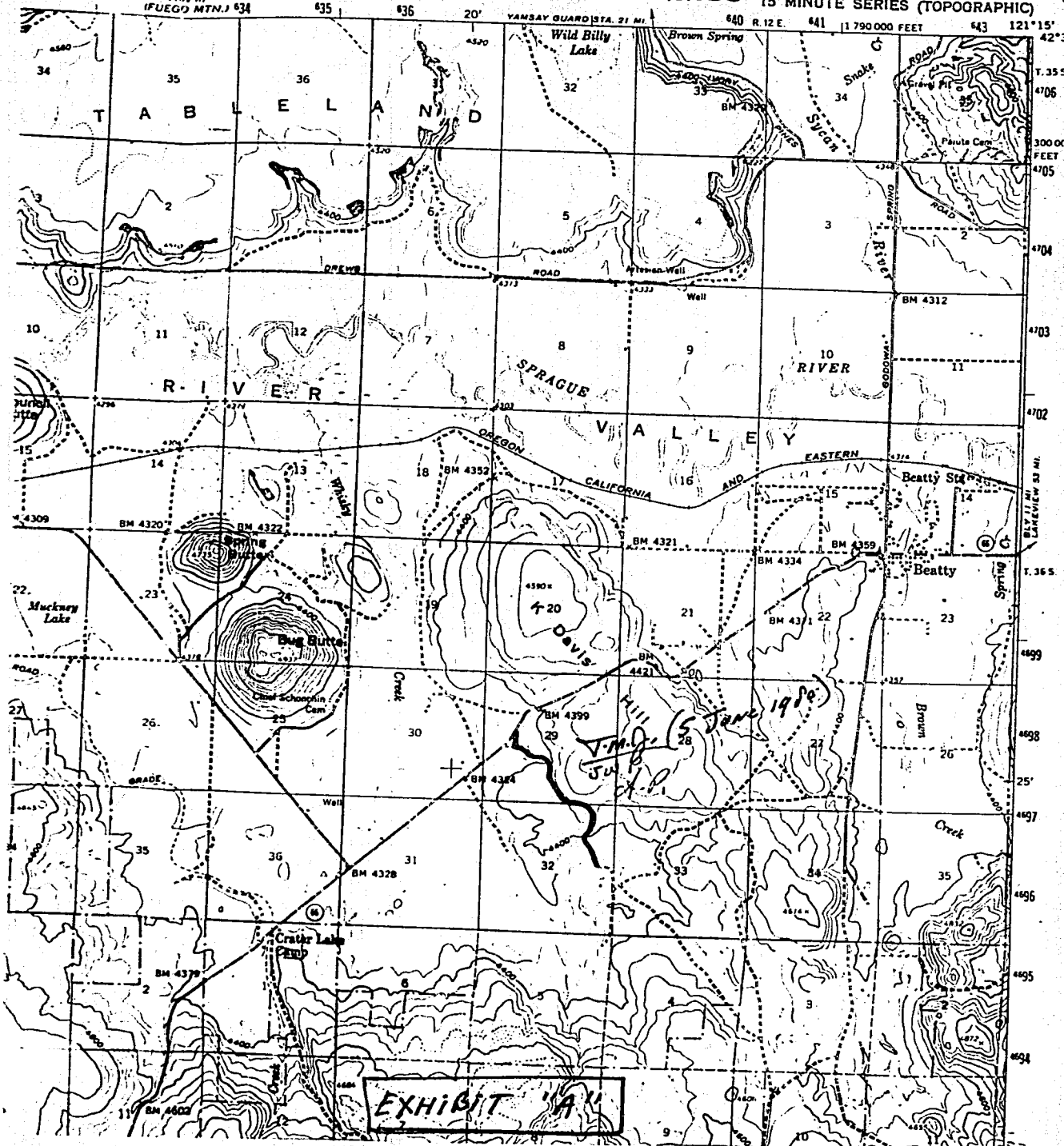
STATE OF OREGON
County of Klamath) ss.

Before me this 30th day of June *mk*, 1980, personally appeared the above-named MR. AND MRS. JOHN WALLACE PLEMONS, and acknowledged the foregoing instrument to be their voluntary act and deed.



Mariani Krieger
Notary Public for Oregon
My Commission Expires: 4/18/82

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BEATTY QUADRANGLE
OREGON-KLAMATH CO.
15 MINUTE SERIES (TOPOGRAPHIC)

ROAD CLASSIFICATION
1963
Medium-duty ——— Light-duty ———
Unimproved dirt - - - - -
○ State Route

JERBER RESERVOIR
1748 ftBEATTY, OREG.
N4215-W12115/15
1960

AMS 1768 IV-SERIES V792

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS
Topography from aerial photographs by photogrammetric methods
and by plane-table surveys. Aerial photographs taken 1956
Field check 1960
Polyconic projection. 1927 North American datum
10,000-foot grid based on Oregon coordinate system,
south zone
1000-meter Universal Transverse Mercator grid ticks.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2nd day of
July A.D., 1980 at 3:19 o'clock P M., and duly recorded in Vol. M80
of Deeds on Page 12256.

FEE \$14.00

WM. D. MILNE, County Clerk
By Bernice Shetch Deputy

Return to:

Wally Plemons
P.O. Box 154
Beatty, OR
97621

