

99964

AGREEMENT FOR EASEMENT

Vol. 191 Page 9245

THIS AGREEMENT, Made and entered into this 24 day of May, 1981,
 by and between E. Susan I. Shuf,
 hereinafter called the first party, and Michael A. Shuf,
 hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath Co.
 a parcel of land containing 2.19 acres situate in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, T. 24 S.,
 R. 8 E., W. M., Klamath County, Oregon and more particularly described as follows:
 Beginning at a point along the East Line of said Section 36, from which the E/4 Corner
 thereof bears N 00° 27' 56" E 254.91 feet; thence N 64° 18' 35" W 314.27 feet to a point,
 a #4 steel rod set along the SE R/W Line of U. S. Highway 97 and 100 feet from the
 centerline thereof; thence along said R/W Line, S 25° 41' 25" W 164.00 feet to a point,
 a #5 X 48" steel rod; thence along a line at a right angle to the highway centerline, S 64°
 18' 35" E 200.00 feet to a point, a #5 X 48" steel rod; thence along a line parallel to
 said highway centerline, S 25° 41' 25" W 164.50 feet to a point, a #5 X 48" steel rod;
 thence S 64° 18' 35" E 269.02 feet to a point, a #4 X 24" steel rod set along the East
 Line of said Section 36, from which a second #4 steel rod bears back along the above said
 line 3.02 feet; thence along said East Line of Section 36, N 00° 27' 56" E 363.13 feet 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 acknowl-
 edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party:

Exhibit A attached
Made up of pages 1 - 2 and 3
and Surveyor's plat

(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 de-
 scribed 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 time - as needed, always subject,
 however, to the following specific conditions, restrictions and considerations:

of reasonable use and Nature and
Domestic use.

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 MAY 23 AM 11 34

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:

Exhibit A - attached
made up of 3 pages 1 - 2 + 3 and
Surveyors' plat

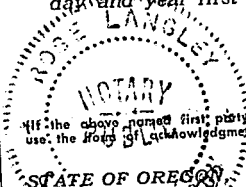
and second party's right of way shall be parallel with said center line and not more than _____ feet distant from either side thereof.

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.

E. Susan Flury



If the above named first party is a corporation, use the following Acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____.

_____ and _____ 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 _____

_____, 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:

(OFFICIAL SEAL)

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 10-31-82

Notary Public for Oregon

My commission expires:

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

E. Susan Flury
P.O. Box 150

Crescent, Ore, 97733

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

Recording Officer

By _____ Deputy

SPACE RESERVED
FOR
RECORDER'S USE

BOUNDARY DESCRIPTION

RIGHT-OF-WAY EASEMENT &
BOUNDARY ADJUSTMENT(Flat N^o 800251-B)

.....whereas there is inadequate access into Tax Lot 2408-3641-0400 and negotiations for such access are at stalemate, the grantor herein, being the same grantor of said Tax Lot -0400, deeming it just and prudent, hereby desires to make a boundary adjustment in order that vehicular and garaging facilities may be made available to said Tax Lot -0400.....

.....a parcel of land containing 0.27 acre, situate in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, T. 24 S., R. 8 E., W. M., Klamath County, Oregon, in the SE part of Parcel 1 as shown in Minor Partition N^o 80-75, to be added to and become a part of Tax Lot 2408-3641-0400, and more particularly described as follows:

BEGINNING AT A POINT along the East Line of said Section 36, being a corner common to said Tax Lot -0400 and Parcel 1, from which the E/4 Corner of said Section 36 bears N 00° 27' 56" E 618.04 feet;

THENCE along the original SW line of Parcel 1, N 64° 18' 35" W 119.02 feet to a point;

THENCE at right angle along a line parallel with US Highway 97, N 25° 41' 25" E 136.00 feet to a point;

THENCE at right angle, S 64° 18' 35" E 54.95 feet to a point along said East Section Line;

THENCE along said Section Line, S 00° 27' 56" W 150.34 feet to the Point of Beginning.

There is included within these bounds, a septic tank and drainfield adjacent to the north corner hereof, reserved for the temporary use of the grantor until such time as the Crescent Sewer District is able to install sewer mains and sewage disposal service to the grantor's parcel.

There is included within these bounds, an easement 15 feet in width, lying along said East Section Line, for access into the original Tax Lot 2408-3641-0400 with right of use reserved by the grantor herein.

THERE IS INCLUDED with this parcel, an easement leading from US Highway 97, over and across Parcel 1, and more particularly described as follows:

BOUNDARY DESCRIPTION

RIGHT-of-WAY EASEMENT &
BOUNDARY ADJUSTMENT(Plat N^o 800251-B)

.....whereas the Oregon State Highway Division has granted an entry onto US Highway 97 opposite the common line between Parcels 1 & 2 of Minor Partition N^o 80-75.....

.....and whereas no definite location has been established by use on the ground for the 15-foot easement leading from US Highway 97 into Tax Lot 2408-3641-0400, although a location along the southern bounds of Parcels 1 & 2 has been shown on the plat for Minor Partition N^o 80-75.....

.....and whereas said State Highway Division wishes to discourage the use of the Highway Right-of-Way as a frontage road.....

.....therefore the grantor of said easement wishes to release and abandon the easement shown on the plat for Minor Partion N^o 80-75 and to re-define and establish such easement into Tax Lot -0400 leading from the permitted Highway entry over and across Parcel 1 to said Tax Lot -0400, all situate in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, T. 24 S., R. 8 E., W. M., Klamath County, Oregon, and more particularly described as follows:

BEGINNING AT A POINT along the SE line of US Highway 97 and 100 feet from the centerline thereof, from which the E/4 Corner of said Section 36 bears N 53° 09' 26" E 445.86 feet, being also the PCB shown for said Parcel 2;

THENCE along the northern line of said Parcel 2, S 64° 18' 35" E 200.00 feet to a point;

THENCE N 25° 41' 25" E 20.02 feet to a point;

THENCE 4.58 feet along the arc of a 150.47-foot radius curve left, the chord of which bears N 84° 55' 25" E 4.58 feet to a point;

THENCE 74.81 feet along the arc of a 135.47-foot radius curve right, the chord of which bears S 80° 07' 44" E 73.86 feet to a point;

THENCE S 64° 18' 35" E 48.21 feet to a point;

THENCE 56.53 feet along the arc of a 50-foot radius curve right, the chord of which bears S 31° 55' 19" E 53.56 feet to a point;

THENCE along a line parallel with the East Section Line and 15 feet therefrom, S 00° 27' 56" W 205.41 feet to a point on the south bound of said Parcel 1;

THENCE along said south bound, S 64° 18' 35" E 16.58 feet to a point, being

BOUNDARY DESCRIPTION

RIGHT-of-WAY EASEMENT &
BOUNDARY ADJUSTMENT(Plat N^o 800251-B)

the original southeast corner of Parcel 1;

THENCE along said Section Line, N 00° 27' 56" E 245.40 feet to a point;

THENCE along the northern bounds of the easement herein described,

N 64° 18' 35" W 89.45 feet to a point;

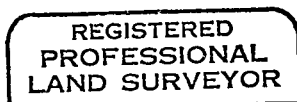
THENCE 83.09 feet along the arc of a 150.47-foot radius curve left, the chord
of which bears N 80° 07' 44" W 82.04 feet to a point;

THENCE 74.81 feet along the arc of a 135.47-foot radius curve right, the chord
of which bears N 80° 07' 44" W 73.86 feet to a point;

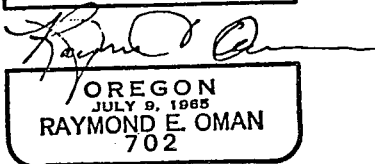
THENCE N 64° 18' 35" W 125.00 feet to a point along the SE line of US Highway 97
and 100.00 feet from the centerline thereof;

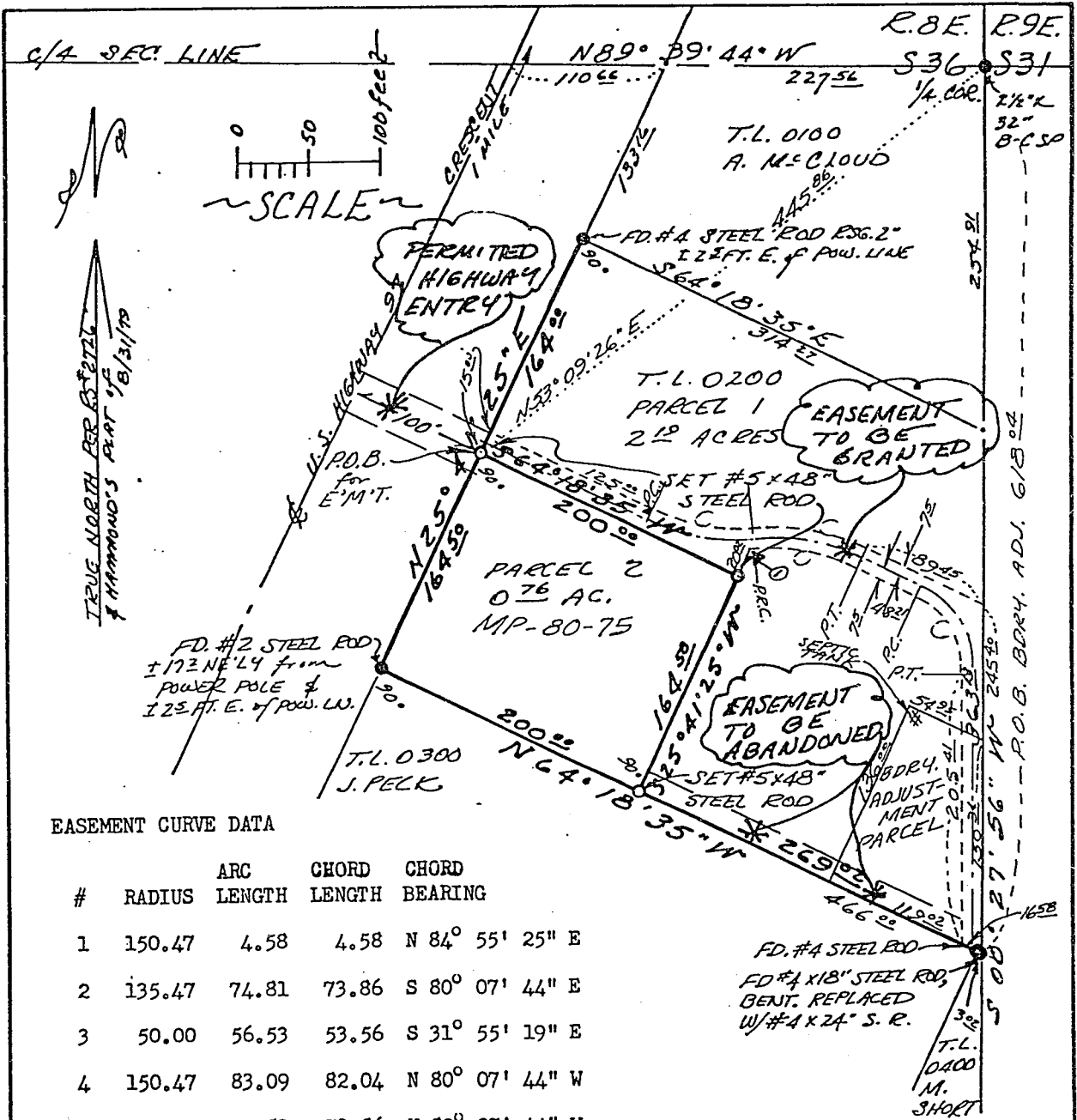
THENCE along said Highway line, S 25° 41' 25" W 15.00 feet to the Point of
Beginning.

The grantor herein reserves rights of entry and use of the above described easement
and as shown on the plat noted as Plat N^o 800251-B, attached hereto and made a
part hereof.



17 MAY 1981





EASEMENT CURVE DATA

#	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	150.47	4.58	4.58	N 84° 55' 25" E
2	135.47	74.81	73.86	S 80° 07' 44" E
3	50.00	56.53	53.56	S 31° 55' 19" E
4	150.47	83.09	82.04	N 80° 07' 44" W
5	135.47	74.81	73.86	N 80° 07' 44" W

PLAT of RIGHT-OF-WAY EASEMENT AND BOUNDARY ADJUSTMENT

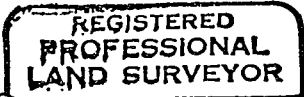
PREPARED FOR LOIS JORDAN & E. SUSAN FLURY

SITUATE IN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ of SECTION 36, T. 24 S., R. 8 E., W. M.

KLAMATH COUNTY, OREGON

Prepared 17 May 1981 by Raymond E. Oman, PLS
21090 Bayou Drive, Bend, Oregon 97701

STATE OF OREGON,)
County of Klamath)
Filed for record at request of



17 MAY 1981



on this 26th day of May A.D. 1981
at 11:34 o'clock A M, and duly
recorded in Vol. M81 of Deeds
page 9245
EVELYN BIEHN, County Clerk
By *ilkaal* Deputy
Fee \$21.00