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MTC-13379-1 Vol. 185 Page 10181

Debr 1985

THIS AGREEMENT, Made and entered into this 20th day of June, 19 85,
by and between CECIL D. NEWTON and AGNES L. NEWTON, husband and wife,
hereinafter called the first party, and RONALD N. HESSER and BEVERLY A. HESSER, 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:

That portion of the N¹/₂SE¹/₄ of Section 31, Township 30 South, Range 8 East of the
Willamette Meridian lying Easterly of the Southern Pacific Railroad right-of-way.

BETWEEN

LOU EYGEWEML
YGBEEWEML

STATE OF OREGON

My commission expires:

My commission expires:

Notary Public for Oregon

OFFICIAL

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

a perpetual non-exclusive easement for vehicular and foot traffic, together with the right to construct and maintain a road, over, across, and upon the property of the first party

over existing road A.J.N. CPN

The above said easement is appurtenant to the property described in Exhibit "A" attached hereto.

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

THE FIRST

The cost of maintaining the roadway on said easement shall be borne by the users thereof in proportion to their respective use.

Agreement is described as follows:

If this agreement is for a right of way, it shall be subject to the same rules of law as a right of way.

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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:

Over the existing roadway ~~running~~ running Northeastly through property of the 1st party.

The easement described above shall continue for a period of years and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

The second party, named herein, has hereby agreed to maintain the closure of the gate located at the railroad track crossing .

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.

[Signature of Cecil D. Newton]
Cecil D. Newton
[Signature of Agnes L. Newton]
Agnes L. Newton

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

(ORS 93.490)

STATE OF OREGON, ss.
County of Clatsop
June 20 1982
Personally appeared the above named
Cecil D. Newton & Agnes L. Newton
and acknowledged the foregoing instrument to be
their voluntary act and deed.

STATE OF OREGON, County of ss.
Personally appeared 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.

(OFFICIAL SEAL)

Before me:
[Signature of Rustie L. Redd]
Notary Public for Oregon
My commission expires: 11/16/87

Before me: (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

AGREEMENT FOR EASEMENT BETWEEN

AFTER RECORDING RETURN TO

MTC CECIL D. NEWTON

STATE OF OREGON, ss.
County of

I certify that the within instrument was received for record on the day of , 1982, at o'clock M., and recorded in book/reel/volume No. on page as document/fee/file/instrument/microfilm No. , Record of of said County. Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

By Deputy

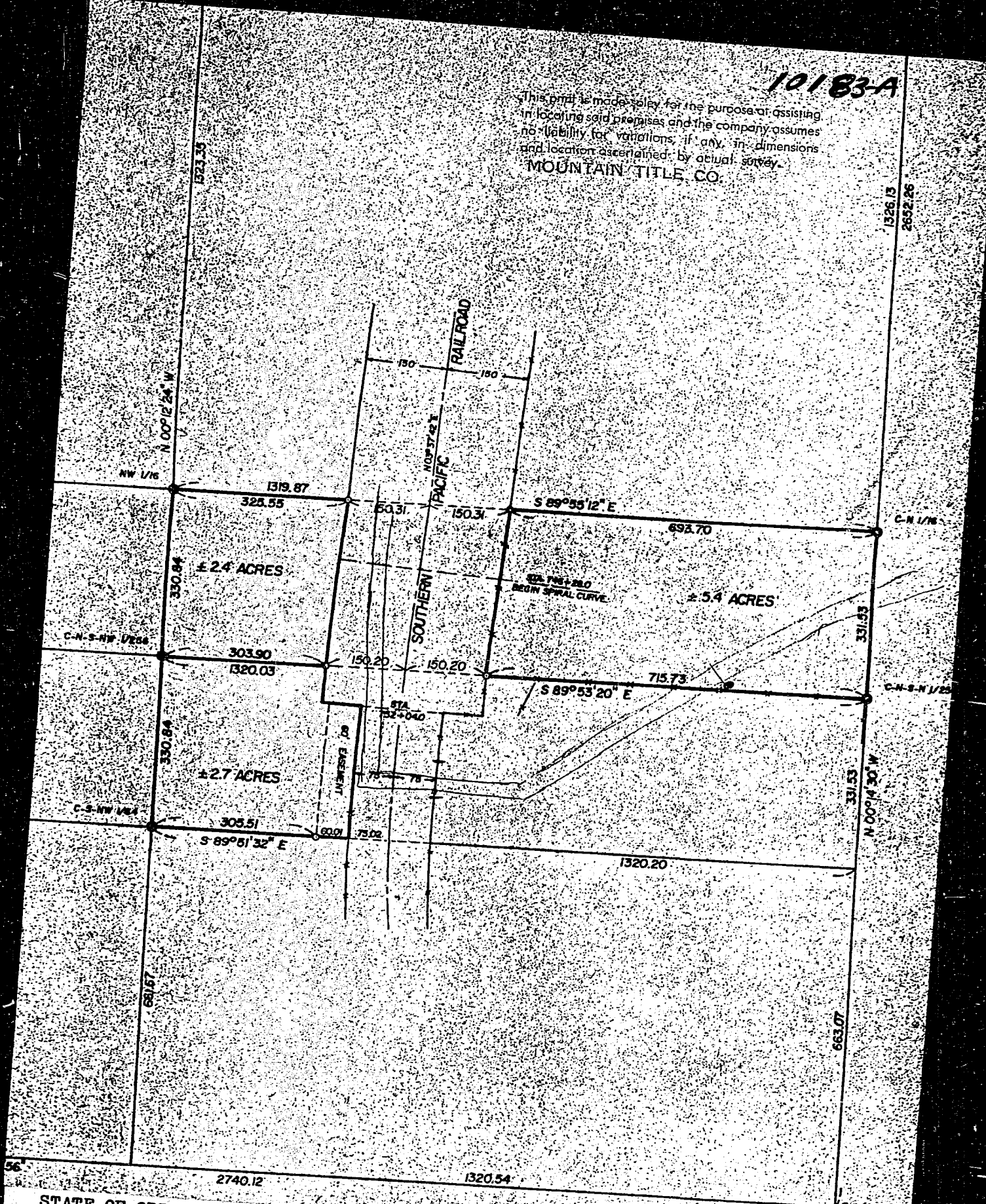
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EXHIBIT "A"

Government Lots 1, 6, 7 and 8 of Section 32, Township 30 South, Range 8 East of the Willamette Meridian, and the NE $\frac{1}{4}$ of Section 5 and the N $\frac{1}{2}$ of Section 6, Township 31 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

10183-A

This map is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.
MOUNTAIN TITLE CO.



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., 19 85 at 12:31 o'clock P M, and duly recorded in Vol M85, of Deeds on page 10181.

Fee: \$ 17.00

EVELYN BIEHN, COUNTY CLERK
by: Peter Smith, Deputy