

81855

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13 day of April, 19 87,
 by and between John L. Poutous, Sr. & Arlette J. Poutous, husband & wife, and the Poutous Family Part-
 hereinafter called the first party, and Wells Fargo Bank, formerly Crocker Partnership
 National Bank, 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:

See attached Exhibit "A"

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

A 50' easement for ingress and egress along the existing access road from State Highway 422
 over Section 31 of Township 34 South Range 7, East of the Willamette Meridian and Sections
 25, 26 and 36 of Township 34 South Range 7-1/2, East of the Willamette Meridian, Klamath
 County, Oregon

The easement granted herein shall be appurtenant to the land presently owned by the Second
 Party described as property lying West of the property described in Exhibit "A" consisting of
 approximately 7,300 acres and commonly known as Agency Ranch, and shall run with said land
 or any portion of said land. The easement granted herein shall not be construed or treated as
 an easement in gross.

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

First Party and Second Party to share in the cost of maintenance of the road surface of said
 easement to the extent of 1/3 cost to the First Party and 2/3 cost to the Second Party.

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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:

21125

Over the existing road - See Exhibit "B"

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.

Wells Fargo Bank, formerly Crocker National Bank

By _____
John L. Poutous, Sr.
Poutous Family Partnership

STATE OF OREGON, County of _____
Personally appeared _____
Notary Public for Oregon
My commission expires: _____

Personally appeared the above named _____
and acknowledged the foregoing instrument to be _____
as _____
Notary Public for Oregon
My commission expires: 2/13/89

STATE OF OREGON, County of _____
Personally appeared _____
Notary Public for Oregon
My commission expires: 7/13/89

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO

MLC

SPACE RESERVED
FOR
RECORDER'S USE

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 _____, volume No. _____, page _____, or as document fee file/ instrument microfilm No. _____ of said County.

Witness my hand and seal of County affixed.

By _____
Deputy

EXHIBIT "A"
DESCRIPTION SHEET

21126

PARCEL 1

A piece or parcel of land situate in Sections 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26 and 27, Township 34 South, Range 7 1/2 East of the Willamette Meridian, and more particularly described as follows: Beginning at a point at the intersection of the centerline of Seven Mile Canal as the same is now located and constructed, with the line of a division fence extended Southwesterly, from which point the Southeasterly corner of Section 1, Township 34 South, Range 6 East of the Willamette Meridian, as established by Norman D. Price, U.S. Cadastral Engineer, between October 31, 1930 and June 22, 1931 bears North 54 degrees 19 1/2' West 16,670.3 feet distant, and running from said point of beginning South 41 degrees 02 1/2' East along the said center line of the Seven Mile Canal, 12,811.0 feet, more or less, to a point in a line 150 feet distant at right angles Southerly from the center line of the old Lake Levee, as the same is now located and constructed; thence leaving said center line and following said parallel line North 50 degrees 28 1/2' East, 2,202.6 feet; thence North 88 degrees 32' East 1,158.1 feet; thence South 75 degrees 19' East, 1,064.8 feet; thence South 45 degrees 41' East 588.3 feet; thence South 69 degrees 24' East 1,593.6 feet; thence South 84 degrees 17' East 203.5 feet; thence South 32 degrees 44' East 664.1 feet; thence South 61 degrees 23' East 251.2 feet; thence North 81 degrees 42' East 1,181.4 feet, more or less, to a point on the Westerly or right bank of Wood River; thence leaving said parallel line and running Northerly along the said Westerly bank of Wood River 19,000 feet, more or less, to a point at the intersection of said Westerly bank of Wood River, with the above mentioned division fence; thence South 61 degrees 40 1/2' West along said division fence 9,958 feet, more or less, to the said point of beginning.

PARCEL 2

A piece or parcel of land situate in the NW1/4 of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, lying East of Wood River and being more particularly described as follows: Beginning at an iron pipe on the North line of Section 31, from which the brass cap monument marking the Northwest corner of said Section 31 bears North 88 degrees 51 3/4' West 789.8 feet distant and the brass cap monument marking the North Quarter Section corner of said Section 31 bears South 88 degrees 51 3/4' East 1,787.4 feet distant; thence South 38 degrees 23 3/4' East 548.6 feet to a point; thence along a 15 degrees 56 3/4' circular curve to the right (having a deflection angle of 55 degrees 26 1/2', a radius of 359.4 feet, and a long chord which bears South 10 degrees 40 1/2' East 334.3 feet) a distance of 347.6 feet; thence South 17 degrees 02 3/4' West 122.1 feet to a point; thence along an 18 degrees 52 3/4' circular curve to the left (having a

(continued)

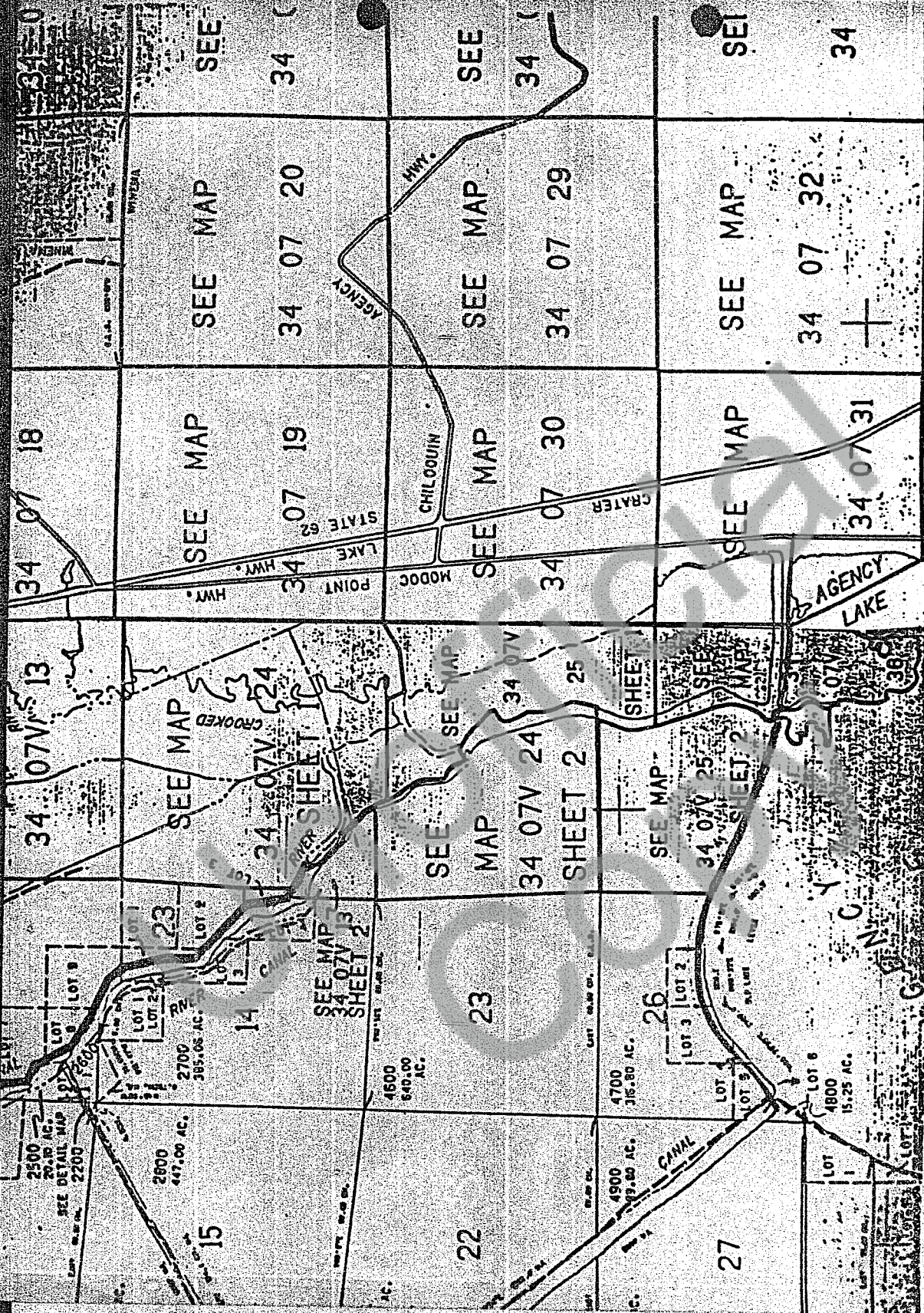
21127

deflection angle of 40 degrees 26 1/2', a radius of 303.5 feet, and a long chord which bears South 3 degrees 10 1/2' East 209.8 feet) a distance of 214.2 feet; thence South 23 degrees 23 3/4' East 419.5 feet to a point; thence South 14 degrees 07 1/4' East 498.7 feet to a point; thence South 2 degrees 39 1/4' East 682.9 feet to an iron pipe on the South line of the NW1/4 of said Section 31; thence North 89 degrees 34 1/4' West along the South line of said Section 31, 2,640.0 feet 1,488.1 feet to a point on the West boundary of said Section 31; thence North along the West boundary of said Section 31, 789.8 feet to the brass cap monument marking the Northwest corner of said Section 31; thence South 88 degrees 51 3/4' East along the North boundary of Section 31, 789.8 feet, more or less, to the point of beginning.

ALSO a strip of land 90.0 feet in width along the Northerly side of the Southerly boundary of the NW1/4 of Section 31 lying between the above-described parcel and the Westerly right of way line of Highway No. 422.

PARCEL 3

Lots 2, 3, 5 and 6, Section 36, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.



21128

↑ North

EXHIBIT "n"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 23rd day of November A.D. 19 87 at 10:05 o'clock A M., and duly recorded in Vol. M87 of Deeds on Page 21124

FEE \$25.00

Evelyn Biehn, County Clerk

By [Signature]