

95578

AGREEMENT FOR EASEMENT

Vol 789 Page 97

THIS AGREEMENT, Made and entered into this _____ day of December, 1988, by and between Harry Leo Bonner, Roy R. McCaul, Ella P. McCaul, Calvin C. Bonner, and * hereinafter called the first party, and The HOWARD RELOCATION GROUP, a New Jersey Corporation, 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".

*Brenda M. Bonner *

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 over and across the attached legal description on Exhibit "B". Said easement is to be appurtenant to the real property of the Second Party, their heirs, successors, and assigns, more particularly described in Exhibit "C" attached hereto, and to the general public for other parcels of real property desiring access over this easement.

(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:

99 JAN 4 AM 9 53

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:

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.

Harry Leo Bonner
Harry Leo Bonner

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

STATE OF OREGON,)
County of Wasco,) ss.
Dec 14, 1988

Personally appeared the above named
Harry Leo Bonner
and acknowledged the foregoing instrument to be
voluntary act and deed.

Before me:
(OFFICIAL SEAL) Wilbur Swadlow
Notary Public for Oregon MS
My commission expires: Jan 2, 1992

(ORS 93.490)

Roy R. McCaul & Calvin C. Bonner
Roy R. McCaul Calvin C. Bonner
Ella P. McCaul & Brenda M. Bonner
Ella P. McCaul Brenda M. Bonner

Washington
STATE OF WASHINGTON, County of Snohomish) ss.
December 9, 1988

Personally appeared Calvin C. Bonner and
Brenda M. Bonner who, being duly sworn,
each for himself and not one for the other, did say that the former is the

N/A president and that the latter is the
Both appeared and acknowledged
instrument to be voluntary act
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) Teresa L. Davis
Notary Public for Oregon
My commission expires: 7-21-92

Subscribed and sworn to before me this

NOTARY AGREEMENT
FOR EASEMENT
PUBLIC

BETWEEN

AND

AFTER RECORDING RETURN TO

MTZ

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,)
County of) ss.

I certify that the within instru-
ment was received for record on the
..... day of 19.....
at o'clock M., and recorded
in book/reel/volume No. on
page or as document/fee/file/
instrument/microfilm No.
Record of
of said County.

Witness my hand and seal of
County affixed.

NAME TITLE
By Deputy

EXHIBIT "A"

PARCEL A

A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point, being the South quarter corner of said Section 30, a 2 $\frac{1}{2}$ " brasscapped steel pipe; thence along the South line of Section 30, North 89° 04' 28" West 930.70 feet to a point, a #5 steel rod; thence along a line parallel with US Highway 97, North 25° 15' East 104.5 feet to a point, a #5 steel rod; thence along a line parallel with the South line of Section 30, North 89° 04' 28" West 128.7 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 168.8 feet to a point, a #8 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 37.0 feet to a point, a 1 $\frac{1}{2}$ " axle; thence along a line parallel with Main Street projected, North 39° 03' 24" East 299.63 feet to a point, a 1 $\frac{1}{2}$ " pipe; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 302.2 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 545.01 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 219.85 feet to a point along the Center quarter line of Section 30, a #5 plastic-capped steel rod; thence along the Center quarter section line, South 00° 03' 19" East 593.11 feet to the point of beginning.

PARCEL B

A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

Beginning at a point, a #5 plastic-capped steel rod, from which the South quarter corner of said Section 30 bears South 13° 10' 35" East 751.42 feet; thence along a line parallel with Main Street projected, South 39° 03' 24" West 345.01 feet to a point, a #5 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 202.2 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 345.2 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 202.2 feet to the point of beginning.

PARCEL C

A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point, a #4 steel rod, from which the South quarter corner of said Section 30 bears South 19° 17' 05" East 876.81 feet; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 49.87 feet to a point, a #5 plastic-capped steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 77.64 feet to a point, a #5 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 357.4 feet to a point, a 3/4" pipe; thence North 41° 47' 01" East 146.67 feet to a point, a 3/4" pipe; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 99.92 feet to a point, a #5 plastic-capped steel rod; thence along the Southeast line of Main Street projected, North 39° 03' 24" East 51.06 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 120.0 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 50.0 feet to a point, a #4 steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 100.0 feet to a point, a 5/8" bolt; thence along a line parallel with Main Street projected, North 39° 03' 24" East 5.0 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 279.75 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 75.26 feet to the point of beginning.

EXHIBIT "B"

Erwin R. Ritter
Dennis A. Easer

WESTVOLD & ASSOCIATES
ENGINEERING & SURVEYING

TELEPHONE 884-3691 or 882-3908

2333 SUMMERS LANE - KLAMATH FALLS, OREGON 97601

October 28, 1976

LEGAL DESCRIPTION OF EASEMENT FOR HARRY L. BONNER

An easement for ingress and egress situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 30, T24S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the east line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said section 30, said point being N00°24'E 500.63 feet from the S $\frac{1}{4}$ corner of said section 30; thence continuing N00°24'E 77.50 feet; thence N50°20'W 704.49 feet; thence N42°23'37"E 70.08 feet; thence N50°20'W 39.71 feet; thence N39°40'E 50.00 feet; thence N50°20'W 120.00 feet to Main Street extended southwesterly; thence S39°40'W along said Main Street extension 50.74 feet; thence S50°20'E 99.60 feet; thence S42°23'37"W (S42°30'W by survey No. 606) 129.41 feet; thence S50°20'E 816.48 feet to the point of beginning, with bearings based on survey No. 606, as recorded in the Klamath County Surveyor's Office.

Joseph S. Westvold
Joseph S. Westvold

EXHIBIT "C"

A parcel of land in the Southeast Quarter of the Southwest Quarter of Section Thirty (30), Township Twenty-four (24) South, Range Nine (9), East of the Willamette Meridian, described as follows:

Beginning at a point South 39 degrees 40' West 290 feet and South 50 degrees 20' East, 499 feet from the intersection of the South line of Crescent, Oregon and the Easterly line of Main Street of Crescent, Oregon; thence North 39 degrees 40' East 209 feet; thence South 50 degrees 20' East, 32 feet to a point on the Westerly line of a parcel of property deeded to Frederick J. Ulmer and Willa R. Ulmer, in Volume M73, page 9225; thence South to the Southwest corner of said Ulmer parcel; thence South 50 degrees 20' East, along the Southwesterly line of said Ulmer property, to the East boundary of the said SE1/4 SW1/4; thence South along said boundary line to a point located South 50 degrees 20' East from the point of beginning; thence North 50 degrees 20' West, 360 feet, more or less, to the point of beginning.

Tax Account No.: 2409-30CD-700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 4th day
of Jan. A.D., 19 89 at 9:53 o'clock AM., and duly recorded in Vol. M89,
of Deeds on Page 97.

Evelyn Biehn, County Clerk

FEE \$28.00

By Pauline Miller