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MR-20949K
AGREEMENT FOR EASEMENT

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1. PARTIES:

GRANTORS: LYNN R. POPE; J. RANDALL POPE and VIRGINIA LEE POPE, husband and wife; J. RANDALL POPE and VIRGINIA LEE POPE, initial trustees of the "RANDALL & VIRGINIA POPE 1982 TRUST UTA 12/2/82"; and JOSEPH G. THOMPSON

GRANTEE: FARM CREDIT BANK OF SPOKANE, a corporation

2. RECITALS:

- A. Lynn R. Pope is owner of the following described real property located in Klamath County, Oregon:
W1/2E1/2 Section 33, Township 40 South, Range 11 East, Willamette Meridian;
NW1/4NE1/4 Section 4, Township 41 South, Range 11 East, Willamette Meridian;
5 acres in SW corner of the S1/2NE1/4 Section 4, Township 41 South, Range 11 East, Willamette Meridian.
- B. J. Randall Pope and Virginia Lee Pope are owners of the following described real property in Klamath County, Oregon:
SW1/4NE1/4 Section 4, Township 41 South, Range 11 East, Willamette Meridian.
- C. J. Randall Pope and Virginia Lee Pope, initial trustees of the "RANDALL & VIRGINIA POPE 1982 TRUST UTA 12/2/82", are owners of the following described real property in Klamath County, Oregon:
E1/2NE1/4 Section 4, Township 41 South, Range 11 East, Willamette Meridian, EXCEPT 5 acres in the SW corner; E1/2SE1/4 lying Southwest of the ditch in Section 33, Township 40 South, Range 11 East, Willamette Meridian.
- D. Joseph G Thompson is the owner of the following described real property in Klamath County, Oregon:
A tract of land situated in the NE1/4 SE1/4 of Section 33, Township 40 South, Range 11 East, Willamette Meridian, more particularly described as follows:
Beginning at the CE1/16 corner of said Section 33; thence South 89°52'59" East 1324.91 feet to the East 1/4 corner of said Section 33; thence South 00°01'38" West, along the East line of said NE1/4SE1/4, 681.00 feet; thence North 89°52'59" West 1098.01 feet to a point 15 feet Easterly of the existing center of the Pope-Fletcher-Duncan irrigation ditch; thence along a line 15 feet Easterly and Northeasterly of said ditch,

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North 14°37'22" West 36.38 feet, North 25°14'23" West 84.31 feet, North 65°24'57" West 136.89 feet and North 56°25'30" West 68.97 feet to a point on the West boundary of said NE1/4SE1/4; thence North 00°03'35" East 474.94 feet to the point of beginning, with bearings based on the survey of said Major Land Partition 10-86.

E. The Farm Credit Bank of Spokane is owner of the following described real property in Klamath County, Oregon:

Township 40 South, Range 11 East, Willamette Meridian: Section 28: S1/2SE1/4NW1/4, S1/2SW1/4NE1/4, W1/2SE1/4, E1/2SW1/4, SAVING AND EXCEPTING that portion of the SE1/4SW1/4 lying Southerly of the centerline of the Pope-Flesher ditch.

F. A portion of an existing road known as Pope Road crosses over a portion of the real property owned by each of the Grantors, who are willing to grant to Grantee an easement for road purposes for ingress and egress upon the following terms and conditions.

G. Grantee is desirous of obtaining an easement to provide access to and from the real property described above owned by Grantee.

3. GRANT OF EASEMENT: Grantors do hereby grant and convey to Grantee, Grantee's successors, transferees and assigns, an appurtenant, perpetual, non-exclusive easement over and across the existing road known as Pope Road as same presently exists or as may hereafter be improved or relocated for roadway purposes for ingress and egress to and from Grantee's above-described property.

4. MAINTENANCE OF EASEMENT: Grantee, for itself and for its successors, transferees and assigns, promises and agrees to pay costs for maintenance and repairs to the portion of the existing Pope Road not maintained by Klamath County in proportion to Grantee's use of said road.

5. FURTHER COVENANTS: Grantee shall have the right from time to time to cut, trim and remove trees, brush, over-hanging branches and other obstructions as necessary for Grantee's use enjoyment, operation and maintenance of the easement herein granted and all rights and privileges incident thereto. Except as to the rights herein granted or heretofore granted, Grantors shall have the full use and control of the above-described real property. Grantee hereby agrees to hold and save Grantors harmless from any and all claims of third parties arising from Grantee's use of the rights herein granted.

6. CONSTRUCTION OF AGREEMENT: In construing this agreement and where the context so requires, words in the singular include the

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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 trust.

EXECUTED this 20 day of April, 1989.

GRANTORS:

Lynn R. Pope
Lynn R. Pope

Joseph G. Thompson
Joseph G. Thompson

J. Randall Pope
J. Randall Pope, individually

Virginia Lee Pope
Virginia Lee Pope, individually

J. Randall Pope
J. Randall Pope, initial trustee

Virginia Lee Pope
Virginia Lee Pope, initial trustee

GRANTEE: FARM CREDIT BANK OF SPOKANE, a corporation

BY Ch. Hill
Its SR. CREDIT OFFICER

STATE OF OREGON)
County of Klamath) ss.

Personally appeared LYNN R. POPE and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Hugh J. Cahill
Notary Public for Oregon
My commission expires: 6-16-89

STATE OF OREGON)
County of Klamath) ss.

Personally appeared JOSEPH G. THOMPSON and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Hugh J. Cahill
Notary Public for Oregon
My commission expires: 6-16-89

3. AGREEMENT FOR EASEMENT (northAGR/FCB:REK)

STATE OF OREGON

County of Klamath

) ss.

April 19, 1989

Personally appeared J. RANDALL POPE, individually and as initial trustee, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Charles J. Cahill
Notary Public for OregonMy commission expires: 6-16-89

STATE OF OREGON

County of Klamath

) ss.

April 19, 1989

Personally appeared VIRGINIA LEE POPE, individually and as initial trustee, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Charles J. Cahill
Notary Public for OregonMy commission expires: 6-16-89

STATE OF OREGON

County of Klamath

) ss.

April 20, 1989

Personally appeared Ann Hilton as Sr. Credit Officer of the FARM CREDIT BANK OF SPOKANE and with authority acknowledged that the foregoing instrument was executed on behalf of the corporation.

Before me:

Charles J. Cahill
Notary Public for OregonMy commission expires: 6-16-89

Upon recording return to:
Mountain Title Company
407 Main St.
K. Falls, OR 97601

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.

on this 26th day of April A.D. 19 89
at 9:14 o'clock A.M. and duly recorded
in Vol. M89 of Deeds Page 6968

Evelyn Biehn
County ClerkBy Daniel S. Millenbauer

Fee, 23.00

Deputy.