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AGREEMENT FOR EASEMENT

Vol. m89 Page 24318

THIS AGREEMENT, Made and entered into this 6th day of December, 19 89, by and between HENRY HERYFORD hereinafter called the first party, and RONALD S. WEEKLY AND JACKIE WEEKLY, 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:

A parcel of land situate in the Southwest one-quarter of the Southeast one-quarter of section 33 Township 40 South Range 8 East of the Willamette Meridian, Klamath County, Oregon being described as Klamath County Assessors Parcel No. 4008-33D0- Tax Lots 100 and 300.

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 for ingress and egress over and across the above described property appurtenant to the property described as Exhibit "A" attached hereto. Said easement adjoins that particular easement described in Order dated the 21st day of April, 1954 and attached hereto as Exhibit "B".

(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:

69 DEC 15 PM 1 59

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.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for .....% and the second party being responsible for .....100.%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated December 6, 1989.

*Henry Heryford*  
Henry Heryford

*Ronald S Weekly*  
Ronald S. Weekly  
*Jackie Weekly*  
Jackie Weekly

FIRST PARTY

SECOND PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on December 6, 1989 by Henry Heryford and Ronald S. Weekly

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on Dec 15, 1989, by JACKIE WEEKLY

Notary Public for Oregon

Notary Public for Oregon

NOTARY PUBLIC-OREGON

(SEAL)

My commission expires: 3-2-92

My commission expires: 8/16/92

(SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

*Henry Heryford*

AND

*WEEKLY*

AFTER RECORDING RETURN TO

Ronald S. Weekly  
20248 Keno Worden Road  
Klamath Falls, Oregon 97601

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/reel/volume No. .... on page ..... or as fee/tile/instrument/microfilm/reception No. ...., Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME

By ..... Deputy

TITLE

## EXHIBIT "A"

That portion of the SW1/4 SE1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Northeast corner of the SW1/4 SE1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, and running thence South along the East line of said 40-acre tract a distance of 166 feet, to the point of beginning; thence Westerly parallel with the North line of said 40-acre tract a distance of 165 feet; thence South and parallel with the Easterly line of said 40-acre tract a distance of 132 feet; thence Easterly and parallel with the North line of said 40-acre tract a distance of 165 feet; thence North along the East line of said tract a distance of 132 feet to the point of beginning.

Tax Account No: 4008 03300 00200

24321

## EXHIBIT "B"

vol 23-439

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR KLAMATH COUNTYIn The Matter Of Final  
Hearing "Worden Road"  
Lyle Harford -vs-  
Hattie Gay.

## ORDER.

This matter came on at this time to be heard, and it appearing to the Court that this is the date and time set by this Court for Final Hearing pertaining to above mentioned Road.

At this time testimony was offered by both parties or their representatives pertaining to a traveled road described as follows:-

Running in an Easterly direction from the NE corner of the SW of Sec Section 33 Twp 40 S R 8 E W M to Keno Worden Road.

It appearing to the Court that said traveled road should remain as now located for the reason the same has been a traveled road for a period of ten years or more as shown by aerial map 2-A-59 of record in the office of the County Assessor of Klamath County, Oregon.

It is hereby Ordered that said above described traveled road be and the same remain as now located.

Dated this 21st. day of  
April, 1954.

U. E. Borden  
County Judge.

Ed. Borden  
County Commissioner.

John R. Borden  
County Commissioner.

Whereupon Court adjourned to meet Friday, April 23, 1954.

U. E. Borden County Judge

Ed. Borden Commissioner

John R. Borden Commissioner

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 15th day  
of Dec. A.D., 19 89 at 1:59 o'clock P.M., and duly recorded in Vol. M89  
of Deeds on Page 24318  
By Evelyn Biehn County Clerk  
Pauline Muelendor

FEE \$23.00

MOUNTAIN TITLE COMPANY

9137

WARRANTY DEED

Vol. M89 Page 24322

KNOW ALL MEN BY THESE PRESENTS, That LOREN F. JOHNSON AND VIRGINIA P.

JOHNSON, HUSBAND AND WIFE

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by ROGER M. BEYER AND BARBARA S. BEYER, HUSBAND AND WIFE, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and and grantee's heirs, successors and assigns, the certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 3 in Block 15 of TRACT NO. 1064-FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon:

Assessors Account No. 63 3909 14CA-0500  
Key No. 573935

"This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses."

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple and the above granted premises, free from all encumbrances except those of record and apparent to the land

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 55,000.00

See ORS 93.030.) (The sentence between the symbols, if not applicable, should be deleted.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15th day of December, 19 89; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Loren F. Johnson

Virginia P. Johnson

STATE OF OREGON, County of Klamath 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.

Before me:  
Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON, ss.

County of Klamath  
I certify that the within instrument was received for record on the 15th day of Dec., 19 89, at 1:59 o'clock P.M., and recorded in book M89 on page 24322 or as file/reel number 9137.  
Record of Deeds of said county.  
Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
Pauline Muelendor, Deputy

Fee \$8.00

MOUNTAIN TITLE COMPANY