

ONBE

20666

## AGREEMENT FOR EASEMENT

Vol. m90 Page 19377

THIS AGREEMENT, Made and entered into this 25th day of September, 19 90,  
by and between Lowell N. Jones Co., an Oregon Corporation  
hereinafter called the first party, and Howard Wm. White & Rochelle A. White  
hereinafter called the second party;

## WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County  
County, State of Oregon, to-wit:

Described in Deed recorded October 27th, 1975 in Volume  
M-75, Page 13424 Deed Records of Klamath County Oregon

MOUNTAIN TITLE COMPANY, has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

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

## ROAD EASEMENT

A thirty foot wide

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

NONE

FOR WITNESSED

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: SEE ATTACHED

and second party's right of way shall be parallel with said center line and not more than FIFTEEN..... 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 .....%. (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 September 25th, 1990

X Lowell N. Jones, Pres

Howard Wm. White  
D. A. White

FIRST PARTY

SECOND PARTY

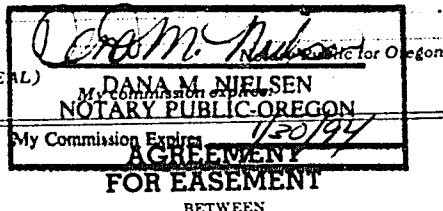
(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on Sept 25, 1990, by Howard Wm. White and Rochelle A. White

(SEAL)



AND

AFTER RECORDING RETURN TO

Howard Wm. White  
P.O. Box 7604  
K.Falls, Ore. 97601

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on Sept 25, 1990, by Lowell N. Jones as President of Lowell N. Jones Oregon Corporation

Notary Public for Oregon

My commission expires

DANA M. NIELSEN

NOTARY PUBLIC-OREGON OF OREGON,

My Commission Expires 1/30/94

(SEAL)

I certify that the within instrument was received for record on the day of Sept, 1990, at ..... o'clock ..... M., and recorded in book/reel/volume No. .... on page ..... or as fee/file/instrument/microfilm/reception No. .... Record of ..... of said County. Witness my hand and seal of County affixed.

SPACE RESERVED

FOR

RECORDER'S USE

NAME TITLE  
By Deputy

19379

Owner  
Erwin R. Ritter, L.S.

Owner  
Dennis A. Ensor

# TRU (SURVEYING) LINE

TELEPHONE (503) 884-3681

2333 SUMMERS LANE · KLAMATH FALLS, OREGON 97603

SEPTEMBER 12, 1990

N Co

LOWELL, JONES, TO HOWARD AND ROCHELLE WHITE

A 30 FOOT WIDE ROAD EASEMENT SITUATED IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$ , SECTION 14, T39S, R10 EWM., KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF AN EXISTING ROAD ON THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN VOLUME 106 PAGE 17 OF THE KLAMATH COUNTY DEED RECORDS, SAID POINT BEING S89°44'30"E 90.39 FEET FROM THE EASTERLY RIGHT OF WAY LINE OF THE F-1 LATERAL AND N35°44'55"E 895.15 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTHEASTERLY ALONG SAID EXISTING ROAD TO ITS INTERSECTION WITH THE EAST LINE OF SAID TRACT, BEING N00°15'30"E 306.31 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT.

*Erwin R. Ritter*  
ERWIN R. RITTER OLS 658

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 25th day  
of Sept. A.D., 19 90 at 4:04 o'clock P.M., and duly recorded in Vol. M90,  
of Deeds on Page 19377.

Evelyn Biehn, County Clerk

By Pauline Mullender

FEE \$38.00