

mfe 1396-2539

ONBE

31764

## AGREEMENT FOR EASEMENT

Vol m91 Page 13402

THIS AGREEMENT, Made and entered into this 30th day of May, 1991,  
by and between LOWELL N. JONES CO., AN OREGON CORPORATION  
hereinafter called the first party, and HOWARD WM. WHITE AND 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, State of Oregon, to-wit:  
That certain parcel described in Volume M75 at Page 13424 recorded October 27th, 1975 in the Microfilm Records of Klamath County, Oregon, and described in Exhibit "A" attached hereto.

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.

THIS EASEMENT IS BEING RECORDED TO CORRECT THAT CERTAIN EASEMENT RECORDED SEPTEMBER 25th, 1990 IN VOLUME M90 AT PAGE 19377 MICROFILM RECORDS OF KLAMATH COUNTY, OREGON TO ADD THE LEGAL DESCRIPTIONS THAT ARE APPURTENANT TO THE EASEMENT.

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 A thirty foot wide easement described in Exhibit "B" attached hereto and appurtenant to Lot 8 in Block 1 of TRACT NO. 1251, OLENE HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(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:

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 Exhibit "B"

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 May 30th, 1991

Lowell N. Jones  
Lowell N. Jones, President  
Lowell N. Jones Co., an Oregon Corp.  
FIRST PARTY

Howard Wm. White  
Howard Wm. White  
Rochelle A. White  
Rochelle A. White  
SECOND PARTY

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

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on July 10, 1991, by Howard Wm. White and Rochelle A. White

B. Jean Phillips  
Notary Public for Oregon  
(SEAL) OF OREGON  
My commission expires: 3-2-92

STATE OF OREGON,

County of Oregon } ss.

This instrument was acknowledged before me on June 5, 1991, by Lowell N. Jones  
as President  
of Lowell N. Jones Co., an Oregon Corp.

John A. Hays  
Notary Public for Oregon

My commission expires:

NOTARY PUBLIC  
COMMISSION EXPIRES: MARCH 1992  
(SEAL)  
MY COMMISSION EXPIRES: MARCH 1992

### AGREEMENT FOR EASEMENT BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

Mrs. Mrs. Howard White  
655 Ocean View Drive  
Camarillo, Calif 93010

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/file/instrument/microfilm/reception No. .... Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME ..... TITLE .....  
By ..... Deputy

## EXHIBIT "A"

The following described real property in Klamath County, Oregon:

All that portion of Lot 7, Section 14, Township 39 South, Range 10 East of the Willamette Meridian included in the parcel of land described as follows:

Beginning at a point on the North boundary of Lot 7, Section 14, Township 39 South, Range 10 East of the Willamette Meridian, from which the one-quarter section corner common to Sections 14 and 15, Township and range aforesaid, bears North  $34^{\circ} 44'$  West 1607.5 feet and running thence South 513.5 feet to an iron pin; thence West 341.7 feet to an iron pin; thence North  $33^{\circ} 43'$  West 54.6 feet to an iron pin; thence North  $34^{\circ} 37'$  East 204.4 feet; thence North  $30^{\circ} 21'$  East 347.5 feet to an iron pin; thence East 80.4 feet to the iron pin marking the place of beginning.

SAVING AND EXCEPTING that portion of the above described parcel of land now occupied by the right of way for the F-1 lateral of the Klamath Project.

A parcel of land lying in Lot 7 of Section 14, Township 39 South, Range 10 East of the Willamette Meridian and being that part within Section 14 of the following described tract lying partly in Section 14 and partly in Section 15 to-wit:

Beginning at a one-inch iron pin set on the South bank of Lost River, said point being South  $89^{\circ} 30'$  West a distance of 1054.0 feet from the section corner common to Sections 14, 15, 22 and 23, Township 39 South, Range 10 East of the Willamette Meridian, said distance being measured along the East-West Section line between Sections 15 and 22; thence North  $89^{\circ} 30'$  East a distance of 366.0 feet to the North right of way of the Klamath Irrigation District Canal, said point being monumented by a  $5/8$  inch iron pin; thence following right of way of said canal, North  $54^{\circ} 45'$  East a distance of 200.0 feet; thence North  $62^{\circ} 33'$  East a distance of 452.0 feet; thence North  $44^{\circ} 11'$  East a distance of 400.0 feet; thence North  $55^{\circ} 25'$  East a distance of 215.0 feet to a point on the North bank of said canal and the South boundary of the County Road; thence North  $52^{\circ} 05'$  West a distance of 93.0 feet to the South bank of Lost River, said point being monumented by a  $5/8$  inch iron pin; thence following the South bank of Lost River downstream to the point of beginning.

It is the intention that this description does not cover any of the Tract lying within Section 15.



EXHIBIT "B"

13405

Owner  
Erwin R. Ritter, L.S.

**TRU (SURVEYING) LINE**

TELEPHONE (503) 854-3691

2333 SUMMERS LANE - KLAMATH FALLS OREGON 97603

SEPTEMBER 12, 1990

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 306.21 FEET FROM THE  
SOUTHEAST CORNER OF SAID TRACT.

  
ERWIN R. RITTER OLS 658

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 10th day  
of July A.D. 19 91 at 3:38 o'clock PM. and duly recorded in Vol. M91  
of Deeds on Page 13402  
By Evelyn Biehn County Clerk  
Sandra Mulins

FEE \$43.00