

31765

## AGREEMENT FOR EASEMENT

Vol. m91 Page 13466

THIS AGREEMENT, Made and entered into this 30th day of May, 19 91,  
by and between HOWARD WM. WHITE AND ROCHELLE A. WHITE  
hereinafter called the first party, and LOWELL N. JONES CO., AN OREGON 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:

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.

THIS EASEMENT IS BEING RECORDED TO CORRECT THAT CERTAIN EASEMENT RECORDED SEPTEMBER  
25th, 1990 IN VOLUME M90 AT PAGE 19374 MICROFILM RECORDS OF KLAMATH COUNTY, OREGON  
TO ADD THE LEGAL DESCRIPTIONS THAT ARE APPURTENANT TO THE EASEMENT.

MOUNTAIN TITLE COMPANY, has recorded this  
instrument by request of the first party only,  
and has not examined the title 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 A thirty foot wide road  
easement described in the attached Exhibit "B" attached hereto and appurtenant to the  
real property described in Exhibit "A" attached hereto.

(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 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 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

*Howard Wm. White*  
Howard Wm. White  
*Rochelle A. White*  
Rochelle A. White FIRST PARTY

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

*Lowell N. Jones*  
Lowell N. Jones, Pres. Lowell N. Jones Co.  
an Oregon Corp.  
SECOND PARTY

STATE OF OREGON, } ss.  
County of Klamath  
This instrument was acknowledged before me on July 10, 1991, by Howard Wm. White and Rochelle A. White  
Notary Public for Oregon  
(SEAL) My commission expires: 3-2-92

STATE OF OREGON, } ss.  
County of KLAMATH  
This instrument was acknowledged before me on JUNE 5, 1991, by Lowell N. Jones as President of Lowell N. Jones Co., an Oregon Corp.  
Notary Public for Oregon  
(SEAL) My commission expires: \_\_\_\_\_

AGREEMENT  
FOR EASEMENT  
BETWEEN  
AND  
SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

*Lowell N. Jones*  
PO Box 1866  
Klamath Falls Oregon  
97601

STATE OF OREGON, } ss.  
County of \_\_\_\_\_  
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.

13409

## EXHIBIT "B"

Clerk  
Erwin R. Ritter, L.S.

Owner  
Dennis A. Ensor

**TRU (SURVEYING) LINE**

TELEPHONE (503) 834-0691  
2333 SUMMERS LANE - KLAMATH FALLS, OREGON 97603

SEPTEMBER 12, 1990

HOWARD AND ROCHELLE WHITE TO LOWELL<sup>N</sup> JONES Co. *L.H.J. Enis*

A 30 FOOT WIDE ROAD EASEMENT SITUATED IN LOT 3, OLENE HILLS-TRACT 1251 AND BEING IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$ , SECTION 14, T39S, R10 EWM., KLAMATH COUNTY OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CRYSTAL SPRINGS ROAD, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 14 BEARS S21°53'14"W 480.00 FEET; THENCE ALONG AN EXISTING ROAD N73°30'E 62.62 FEET, N45°26'30"E 83.07 FEET, N40°07'30"E 142.13 FEET, N56°18'50"E 121.66 FEET AND N47°55'20"E 43.09 FEET, TO A POINT ON THE SOUTH LINE OF THAT 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 P-1 LATERAL.

*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 10th day  
of July A.D. 19 91 at 3:39 o'clock P. M., and duly recorded in Vol. M91  
of Deeds on Page 13406.

FEE \$43.00

Evelyn Biehn County Clerk  
By D. Anderson