

ONBE

Vol. m91 Page 20064

35439

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of September, 1991,  
by and between HENLEY LAND COMPANY, INC., an Oregon Corporation  
hereinafter called the first party, and GLENN G. JUSTUS AND JOANNA L. JUSTUS, HUSBAND AND WIFE, AND  
DOROTHY WERLINE, 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:

The West 60 feet of TRACT 1085, COUNTRY GREEN, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County, Oregon.  
Said West 60 feet of said TRACT 1085, COUNTRY GREEN is indicated as Saylor Street  
on the official plat.

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 an easement for ingress,  
egress and utilities over the West 60 feet of Tract 1085, Country Green, indicated as  
Saylor Street on the official plat of said Tract 1085, Country Green. Said easement is  
appurtenant to Parcel 1 of Minor Land Partition 44-91 as filed in the Klamath County  
Engineers Office and situate in the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 13, Township  
39 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon. (See attached  
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:

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 .....%. (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 20, 1991  
Henley Land Company, Inc.

By-

By-

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

STATE OF OREGON, } ss.

County of Klamath

This instrument was acknowledged before me on September 27, 1991, by L. A. SWETLAND, President of HENLEY LAND COMPANY, INC., an Oregon corporation.

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON, } ss.

County of Klamath

This instrument was acknowledged before me on September 20, 1991, by DOROTHY WERLINE

Notary Public for Oregon

My commission expires: 11/16/91

(SEAL)

### AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED  
FOR  
RECORDER'S USE

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.

By

Deputy

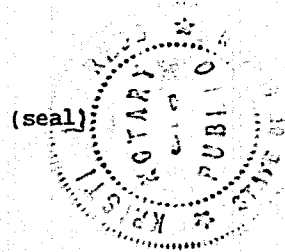
State of Oregon

County of KlamathOctober 1, 1991

Personally appeared the above named GLENN G. JUSTUS and JOANNA L. JUSTUS,  
and acknowledged the foregoing instrument to be their voluntary act and  
deed.

WITNESS My hand and official seal.

*Kristen L. Redd*  
Notary Public for Oregon  
My Commission expires: 11/16/91



SITUATED IN THE W1/2 NE1/4 OF SECTION 13  
T39S, R9EWM, KLAMATH COUNTY, OREGON

[illegible]

**Class 4 Junior** **CLB #107**

STATEMENT AND POWER TO ACT ON BE HALF OF \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

My contact with (person) \_\_\_\_\_

# OWNER'S CERTIFICATE

COUNTY OF KALAMAZOO

THE BUDGETARY AND FISCAL POLICIES OF THE GOVERNMENT OF THE STATE OF TEXAS, AS AFFECTED BY THE RECENT ACTS OF THE LEGISLATURE AND THE COURTS, AND THE EFFECTS THEREOF, BY THE HONORABLE JOHN H. HARRIS, COMMISSIONER OF THE GENERAL LAND OFFICE.

STUDIES AND THE NEED FOR A RESEARCH AGENDA FOR THE FUTURE

**BROWN & ASHRA**

10

COUNTY OF KLAUGHTON

IT IS ASSUMED THAT ON THE  
BOTH AT 1000 & 1200 AND

NO INFORMATION IS TO BE RELEASED

**NOTES**

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C.

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Return  
Cathy Cogar  
5729 Altamont Dr  
Klamath Falls  
Oregon  
97603

Filed for record at request of Mountain Title Co. the 2nd day  
of Oct. A.D., 19 91 at 11:42 o'clock A M., and duly recorded in Vol. M91  
of Deeds on Page 20064.

Evelyn Biehn, County Clerk

By Dorcas Mendenhall