

ONBE  
38066

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 20TH day of NOVEMBER, 1991,  
by and between KLAMATH FALLS HUMANE SOCIETY  
hereinafter called the first party, and LEONARD R. PUTNAM  
hereinafter called the second party;

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

SEE ADDENDUM #1

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

UNRESTRICTED INGRESS AND EGRESS OVER THE ABOVE DESCRIBED REAL ESTATE FOR  
THE PURPOSE OF ALLOWING ACCESS TO PROPERTY OWNED BY THE SECOND PARTY, AND  
ADJOINING THE PROPERTY OF THE FIRST PARTY. THIS EASEMENT RECOGNIZES THE  
IMPROVED ROAD THAT ALREADY EXISTS, OF WHICH THE EASEMENT DESCRIBED ABOVE  
IS A PART OF.

(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 ~~TO THE DEATH OF THE FIRST PARTY~~ INDEFINITELY, always subject,  
however, to the following specific conditions, restrictions and considerations:

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43.00

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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 ADDENDUM #1

and second party's right of way shall be parallel with said center line and not more than 40 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 11-22-1991, 1991

J. E. Johnson

L. R. Putnam

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on November 22, 1991,

by J. E. Johnson  
This instrument was acknowledged before me on 19

by  
as

STATE OF OREGON  
COUNTY OF KLAMATH

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 12/2/91

My commission expires 5-29-94



Notary Public for Oregon

### AGREEMENT FOR EASEMENT BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

L. R. Putnam  
P.O. Box 940

Klamath Falls Ore. 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

LEONARD R. PUTNAM INGRESS/EGRESS EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR WITH AN ALUMINUM CAP AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MEMORIAL DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID INTERSECTION BEING S. 3°06'00"W., 3394.16 FEET FROM A 3/4 INCH IRON PIPE AT THE NORTH QUARTER CORNER OF SAID SECTION 8; THENCE N. 28°43'00"E., ALONG SAID WESTERLY RIGHT OF WAY LINE 190.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N. 28°43'00"E., ALONG SAID WESTERLY RIGHT OF WAY LINE 62.56 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP; THENCE N. 57°39'43"W., 56.88 FEET TO A 5/8 INCH REBAR WITH AN ALUMINUM CAP ON THE EASTERLY RIGHT OF WAY LINE OF MEMORIAL DRIVE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 79.09 FEET ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1722.90 FEET (CENTRAL ANGLE OF SAID CURVE = 2°37'49"); THENCE S. 77°02'23"E., 36.98 FEET TO THE TRUE POINT OF BEGINNING.

THIS ADDENDUM TO BE MADE A PART OF THE WHOLE AGREEMENT.

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MEMORIAL

DRIVE

N.78°07'53"W.(R)

LC= S.16°14'35"W.  
R= 1722.90 L=

262.82  
263.08

STA. 84+16.06  
160.00

FD. 3/4" iron pin

253.02

N.77°02'33"W.  
36.98

62.56

S.57°39'43"E.  
56.88

INGRESS/EGRESS

N.28° 43' 00"E.

STATE OF OREGON: COUNTY OF KLAMATH: ss. \_\_\_\_\_ the 2 day  
Filed for record at request of \_\_\_\_\_ of Dec A.D., 19 91 at 2:25 o'clock P.M., and duly recorded in Vol. M91  
of Deeds on Page 25108  
By Evelyn Blehn County Clerk  
By *Annetha H. Hetch*

FEE 43.00