

ONBE

40698

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 5th day of February, 1992, by and between FIR E' NUFF FARMS, INC., AN OREGON CORPORATION hereinafter called the first party, and O'CONNOR LIVESTOCK COMPANY, AN OREGON CORPORATION and OK LAND AND CATTLE *** 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 E 1/2 of the SW 1/4 of Section 5 and the E 1/2 of the NW 1/4 and the E 1/2 of the SW 1/4 of Section 8, Township 38 South, Range 9 East of the Willamette Meridian, 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.

***COMPANY, AN OREGON CORPORATION

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

an easement 60 feet in width over the existing road that extends Southeasterly from a point on the West line of the NE 1/4 of the SW 1/4 of Section 5, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, to a point approximately 60 feet West of the East line of the NE 1/4 of the NW 1/4 of Section 8; thence South parallel and 60 feet distant of the North-South centerline of Section 8 to a point on the South line of Section 8; thence East 60 feet to the North-South centerline of said Section 8; thence North along the North-South centerline of Section 8 to the existing 60 foot roadway; thence Northwesterly to the point of beginning. ALSO, beginning at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 8; thence West along the South line of Section 8, 730 feet; thence North 60 feet; thence East parallel to the South line of Section 8, 730 feet more or less to the point of beginning (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:

92 FEB 5 PM 2 53



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:

PLEASE SEE ATTACHED EXHIBIT "A"

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 for100%. (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 February 5th, 1992

By Jack O'Connor
O'CONNOR LIVESTOCK COMPANY

By Don Lyons Pres
FIR E' NUFF FARMS, INC.

By Jack O'Connor
Second Party
OK LAND AND CATTLE COMPANY

First Party

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on February 5, 1992

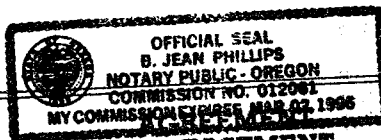
by Don Lyons, President of FIR E' Nuff Farms, Inc. and

Jack O'Connor, President of O'Connor Livestock Company
of OK Land and Cattle Company, all Oregon
Corporations.

B. Jean Phillips

Notary Public for Oregon

My commission expires 3-2-96



FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

O'Connor Livestock Company
2075 Calhoun
Klamath Falls Oregon
97601

STATE OF OREGON,

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

Witness my hand and seal of County attixed.

NAME TITLE
By Deputy

"EXHIBIT A"

* 60 foot
Roadway
easement *

2493
T.38S. R.09E. W.M.
KLAMATH COUNTY

1"-2000"

SEE MAP

SEE MAP

38 09 05

188

183

SEE MAP

38 09 17

SEE MAP

38 09 17C

STATE OF OREGON: COUNTY OF KLAMATH:

SS.

Filed for record at request of Mountain Title Co. the 5th day
of Feb. A.D., 1992 at 2:53 o'clock P M., and duly recorded in Vol. M92
of Deeds on Page 2491

Evelyn Biehn County Clerk

By Deborah M. Miller

FEE \$38.00