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AGREEMENT FOR EASEMENT 37

Vol. 1992 Page 20854

THIS AGREEMENT, Made and entered into this 24th day of June, 1992,
by and between Bobby J. White, Jr. and Wendy A. White, husband and wife,
hereinafter called the first party, and Jan French
, 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 portion of Government Lot 7 lying East of the Easterly Right of Way of
State Highway 62 in Section 8, Township 35 South, Range 7 E.W.M..

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 fifteen foot wide roadway easement. The location of the easement is described
by Addendum "A". Addendum "A" is signed and dated by the first party.
Addendum "A" is hereby made a part of this easement agreement. The easement
rights herein granted, assigned and set over to the second party shall belong
to and pass with second party's land described as Government Lot 8 of Section 8,
Township 35 South, Range 7 E.W.M., 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 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 ofperpetuity....., always subject,
however, to the following specific conditions, restrictions and considerations:

See Addendum "A" signed, dated and made a part hereof.

Return to:
Winema Real Estate
P.O. Box 376
Chiloquin, OR 97624

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 "A" signed, dated and made a part hereof.

and second party's right of way shall be parallel with said center line and not more than 7 1/2 feet distant from either side thereof.

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 and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Bobby J. White Jr.
Wendy A. White

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

19 92

Personally appeared the above named Bobby J. White, Jr. and Wendy A. White

and acknowledged the foregoing instrument to be his their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of _____) ss.
_____, 19 _____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

_____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

**AGREEMENT
FOR EASEMENT**
BETWEEN

Bobby J. White, Jr.

Wendy A. White

AND

Jan French

AFTER RECORDING RETURN TO

Winema Real Estate
P. O. Box 376

Chiloquin, OR 97624

SPACE RESERVED
FOR
RECORDER'S USE

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 document/fee/file/instrument/microfilm No. _____ Record of _____ of said County.

Witness my hand and seal of County affixed.

By _____ TITLE _____ Deputy

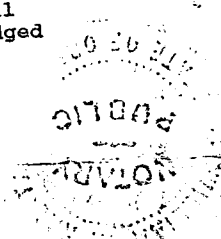
STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 26th day of July, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bobby J. White, Jr. known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

William K. Kalita
Notary Public for Oregon
My Commission expires December 25, 1992.



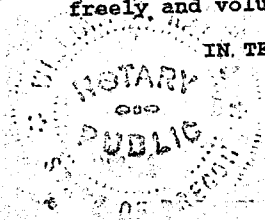
STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 24th day of June, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wendy A. White known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

William K. Kalita
Notary Public for Oregon
My Commission expires December 25, 1992.



ADDENDUM "A"

This addendum is in reference to that easement agreement date June 24th, 1992 wherein Bobby J. White, Jr. and Wendy A. White, husband and wife, called first party, grant to Jan French, called second party, a fifteen foot wide roadway easement across first party's land. The location of the center line of said easement is described as follows:

LOCATION OF EASEMENT CENTER LINE

Beginning on the easterly right of way boundary line of State Highway 62 at a point a distance of 16 feet 4 inches northwesterly of the Southwest corner of first party's land, thence easterly in to a point located as follows: 449 feet 4 inches westerly of the southeast corner of first party's land along the south boundary of first party's land thence 31 feet perpendicular to and northerly of the south boundary of first party's land.

From said point easterly to a point located as follows: 414 feet 9 inches westerly of the southeast corner of first party's land along the south boundary of first party's land thence 49 feet 2 inches perpendicular to and northerly of the south boundary of first party's land.

From said point easterly to a point located as follows: 277 feet 5 inches westerly of the southeast corner of first party's land along the south boundary of first party's land thence 140 feet 7 inches perpendicular to and northerly of the south boundary of first party's land.

From said point easterly to a point located as follows: 184 feet 4 inches westerly of the southeast corner of the first party's land along the south boundary of first party's land thence 236 feet perpendicular to and northerly of the south boundary of first party's land.

From said point easterly to a point on the east boundary of first party's land located 229 feet northerly of the southeast corner of first party's land.

It is the intent that the subject easement follow the existing graveled road that is apparent upon the land except where the existing gravel road runs northerly to the first party's existing residence.

SPECIAL CONDITIONS

1. TURNOUT: First party hereby grants second party room for a vehicle turnout along said roadway easement. The location of the turnout shall be designated by the first party.
2. COMPLETION OF ROAD CONSTRUCTION: Initially second party shall make use of said roadway easement for the purpose of completing construction of the road over which said roadway easement crosses and for construction of a vehicle turnout. Completing road construction includes putting in a road base and then graveling the surface of the road where no gravel exists. Also initially the second party shall make use of said roadway easement as is necessary for meeting the Klamath County Planning Department requirements for attempting to obtain a Conditional Use Permit to build a NON-FARM HOME on second party's land which adjoins first party's east boundary. Also initially second party shall make use of the roadway easement as is necessary for meeting the Klamath County Health Department's requirements for attempting to obtain approval for installation of a septic tank system on said second party's land. Uses of the roadway easement for purposes other than those stated above may not be permitted until completion of said road construction. After completion of said road construction second party may make full use of the road for ingress and egress purposes. Payment of the cost of completion of said road construction shall be the responsibility of the second party.
3. FIRST PARTY'S RIGHT OF USE: First party shall have the right to use the subject roadway easement jointly with second party.
4. ROAD MAINTENANCE: Pre-approved road maintenance and repair (excluding said initial road construction described by subparagraph "2" above) done by mutual agreement between first party and second party shall be paid half by the first party and half by the second party.
5. ROAD DAMAGE: Any damage to the road shall be repaired and paid for by the person causing the damage. Said repair work shall be done within two weeks from the date of damage.

→ Date: 7/26/92

First Party: Bobby J. White Jr. 7/26/92
Wendy A. White 6-24-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 11th day of Sept. A.D., 19 92 at 3:48 o'clock P M., and duly recorded in Vol. M92, of Deeds on Page 20854.

FEE \$45.00

Evelyn Biehn, County Clerk

By Pauline Mullendore