

70447

## AGREEMENT FOR EASEMENT

Vol. m93 Page 28412

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_93\_\_,  
 by and between Ronald E. Scott and Jean D. Scott, husband and wife  
 hereinafter called the first party, and Clarence F. Gansberg and Marjorie A. Gansberg  
 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:

A parcel of land situated in Section 30, Twp. 39 S. R. 11 E.W.M., more particularly described as follows: Beginning at a point 1558.5 feet Northerly along the North-South Centerline of said Section 30 from the County Brass Cap Monument on the South quarter corner of said Section 30; thence South 89°54' West a distance of 326 feet to a point; thence North 0°06' West 986 feet to the South high water line of Lost River; thence Westerly along the South high water line of Lost River to the West line of the NE¼SW¼; thence South along the West line of the E¼W¼ to the South boundary line of said Section 30; thence East along said South section line to the Westerly right of way line of Harpold Road; thence Northerly along said Westerly right of way line of Harpold Road to a point North 89°54' East 363 feet from the point of beginning; thence South 89°54' West 363 feet, more or less to the point of beginning.

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 a 20 foot easement extending from Harpold Road along the southerly boundary of the above described parcel and extending northerly along the westerly boundary for a distance of 1340 feet to its terminus at the Southeast corner of property of second party, described as that portion of Government Lot 3 in said Section 30 lying Southerly of Lost River.

(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:

Easement not to be adversely affected by 1st party.  
 Parties agree that initial expense of creating easement shall be borne by First party, and parties agree that easement shall not be fenced, but unlocked gates may be installed across easement to restrict livestock movement.  
 It is agreed between parties that from time to time second party may use large equipment which shall require more than 20 foot width, but the normal use of easement shall not extend beyond 20 feet.

10-28-93A11:08 RCVD





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 10 feet distant from either side thereof. except special conditions on page 1

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.)

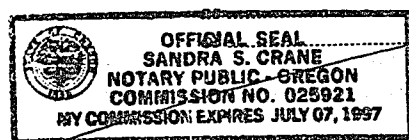
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

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 August 9, 1993  
 x Laurence H. Hansberg x Ronald E. Scott  
 x Marjorie L. Hansberg x Jan Scott  
 FIRST PARTY SECOND PARTY  
 Marjorie L. Hansberg

STATE OF OREGON, County of Clatsop, ) ss.  
 This instrument was acknowledged before me on Aug. 9, 1993,  
 by \_\_\_\_\_  
 This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_



*[Signature]*  
 Notary Public for Oregon  
 My commission expires 7-7-97

**AGREEMENT  
FOR EASEMENT**  
BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO  
 Mr. & Mrs. Ronald Scott  
 P.O. Box 118  
 Denair, CA. 95316

STATE OF OREGON, } ss.  
 County of \_\_\_\_\_  
 I certify that the within instru-  
 ment 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/instru-  
 ment/microfilm/reception No. \_\_\_\_\_,  
 Record of \_\_\_\_\_  
 of said County.  
 Witness my hand and seal of  
 County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
 By \_\_\_\_\_ Deputy

28414

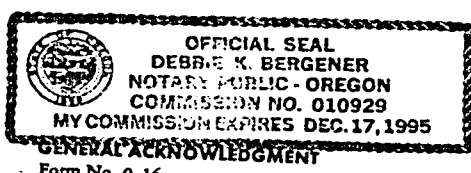
STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 27 day of October, 1993  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
 named Clarence & Gansberg and Maylene A Gansberg

known to me to be the identical individual described in and who executed the within instrument and  
 acknowledged to me that they 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.



GENERAL ACKNOWLEDGMENT  
 Form No. 9-16

Debbie K Bergener  
 Notary Public for Oregon.  
 My Commission expires 12-17-95

State of California

County of Stanislaus } ss.

Title or Type of Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Date of Document: \_\_\_\_\_

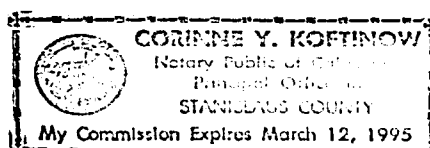
Signer(s) Other than named below: \_\_\_\_\_

On August 16, 1993 before me, Corinne Y. Koftinow  
 Notary Public, personally appeared Ronald E. Scott and Jean Scott  
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Corinne Y. Koftinow (Seal)

FD-1 (Revised 1/93)



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co  
 of Oct A.D., 19 93 at 11:08 o'clock A M., and duly recorded in Vol. M93 day  
 of Deeds on Page 28412

FEE \$20.00

Evelyn Biehn County Clerk

By Debbie K. Bergener