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## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13<sup>th</sup> day of DECEMBER, 1993,  
 by and between John Michael Properties Incorporated,  
 hereinafter called the first party, and Dandy and Linda Morris,  
 hereinafter called the second party;

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

That portion of Lot 3 and that portion of  
 the South half of the northwest quarter  
 of Section 11, Twp. 37 S. R. 11 E.W.M. lying  
 South of Highway.

22-111

(CONTINUED)

B700-1001

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 non-exclusive easement for roadway purposes  
 20 feet wide, not exceeding 80 feet in length  
 parallel and adjacent to the most westerly  
 boundary of above described property to provide ingress  
 and egress to public to and from Hwy 140  
 as identified and circled on map attached.

(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 perpetual, always subject,  
 however, to the following specific conditions, restrictions and considerations:

Easement is described as follows:

W-119 • NW corner of lot 3, Twp. 37 S. R. 11 E.W.M.

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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:

MONADOO TO THE TRAILING EASEMENT FOLLOWING INSTRUCTIONS THAT COMPLY WITH OREGON LAW:  
THE CENTER LINE OF THE EASEMENT CONSISTING OF A STRAIGHT LINE, FORTY FEET WIDE, running from the center line of the right of way between  
and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

The parties hereto have agreed to the above terms and conditions and have signed this instrument in duplicate, each party signing one original and retaining one duplicate, and the two originals shall be equivalent to one instrument, and each party shall be bound by the same, notwithstanding that it may contain errors or omissions, or that it may be signed by persons other than those named in the instrument, or that it may be signed by persons who are not 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.

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

STATE OF OREGON,

County of Klamath

December 13, 1993.

Personally appeared the above named.

John M. Kemper

and acknowledged the foregoing instrument to be his voluntary act and deed,

Before me:  
(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires: 4/24/93

OFFICIAL SEAL

GERALD A. PAGE  
NOTARY PUBLIC, OREGON  
COMMISSIONER OF RECORDS  
MY COMMISSION EXPIRES DECEMBER 31, 1994  
BETWEEN

STATE OF OREGON AND ADAM H. KEMPER, JR., in his capacity as the second party,

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY COURT AT LAW, COOS COUNTY, OREGON

AFTER RECORDING RETURN TO

Randy L. Norris  
P.O. Box 129  
Port Orford, Oregon 97621

STATE OF OREGON, County of \_\_\_\_\_, ss.

Personally appeared

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)

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.

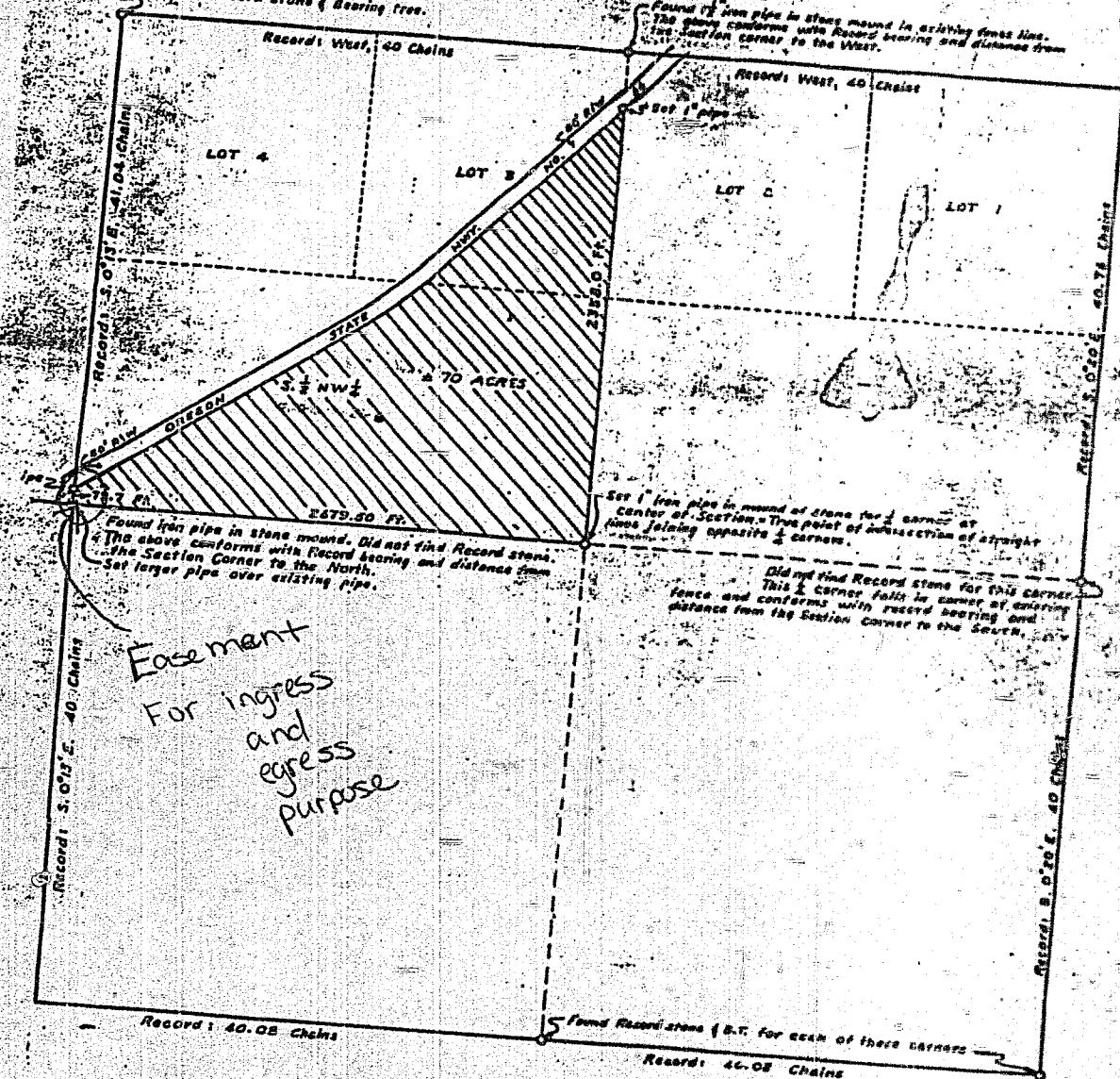
Witness my hand and seal of County affixed.

SPACE RESERVED  
FOR  
RECORDER'S USE

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

SEC. 1, T. 37 S., R. 11 E., W.M.

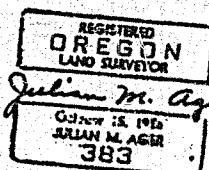
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Record: 40.08 Chains

Record: 40.08 Chains

FILED  
IN THE OFFICE OF THE KLAMATH  
COUNTY SURVEYOR THIS 14 DAY  
OF July 1993  
*[Signature]*  
JULIAN M. AGER  
LIC. SURVEYOR, STATE OF OREGON



MAP OF SURVEY

THAT PORTION OF LOT 3 AND THAT PORTION BEING THE SE OF THE NW CORNER OF SEC. 1, STATE, R. 11 E., W.M., LYING WEST OF THE NW CORNER OF SEC. 1, STATE, R. 11 E., W.M., LYING WEST SURVEYED FOR T. R. MONTGOMERY & SONS SURVEYED BY JULIAN M. AGER SS. 383 SURGED BY J. M. A. THOMPSON, CLERK, Klamath County, Oregon DATE 14 JULY 1993

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ Dec. \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ 3:30 o'clock P.M., and duly recorded in Vol. M93  
FEE \$40.00 of \_\_\_\_\_ Deeds on Page 35156

Evelyn Biehn County Clerk  
By *Darlene Mullendore*