

74215

MTC-31892-KR Vol. m94 Page 860  
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 5th day of January, 1994, by and between MBK, a partnership consisting of MELVIN L. STEWART, MARY LOU STEWART \*\*see hereinafter called the first party, and TERRY A. MILLER and DANA L. MILLER, husband & wife hereinafter called the second party; /continued

WITNESSETH:

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

Lots 1 and 2 in Block 3 of TRACT 1267, NORTH RIDGE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

\*\*and KENNETH L. TUTTLE, M.D., P.C. EMPLOYEE PENSION and PROFIT SHARING PLAN AND TRUST AGREEMENT

and has the unrestricted right to grant the easement hereinafter described relative to the 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 40 foot easement across Lots 1 and 2, Block 3 of TRACT 1267 - NORTH RIDGE ESTATES, to provide vehicular access from Old Fort Road to Lot 3 of said Block 3 the centerline of which is described as follows:

Beginning at the westerly corner common to said Lots 1 and 2 on the easterly right of way of Old Fort Road; thence along the lot line common to said Lots 1 and 2, N58° 69' 00" E 75.87 feet and along the arc of a curve to the right (radius equals 120.00 feet and central angle equals 35° 48' 36") 75.00 feet; thence N04° 47' 36" E 46.08 feet to the southerly line of said Lot 3.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

MBK, a partnership  
1763 Washburn Way  
Klamath Falls, OR 97603

AND

TERRY A. MILLER & DANA L. MILLER  
5524 North Hills Drive  
Klamath Falls, OR 97603

After recording return to (Name, Address, Zip):

MBK, a partnership  
1763 WASHBURN WAY  
KLAMATH FALLS, OR 97601

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 fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said county.

Witness my hand and seal of County affixed.

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

The second party shall have all rights of ingress and egress to and from the 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:

The second party may not grant any easements for ingress, egress, roadways, utilities or any other such right across the real property to adjoining properties.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

See easement description on reverse side of this document

and second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless 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.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

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 (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

MBK, a partnership

X Melvin L. Stewart

X Mary Lou Stewart

X Kenneth L. Tuttle

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

January 5

19 94, by

MELVIN L. STEWART,

MARY LOU STEWART, & KENNETH L. TUTTLE, M.D.,

of KENNETH L. TUTTLE M.D. P.C. EMPLOYEE PENSION AND PROFIT SHARING PLAN AND TRUST AGREEMENT

Terry A. Miller

TERRY A. MILLER

Dana L. Miller

DANA L. MILLER

Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

Jan. 5

19 94, by

Terry A. Miller

and Dana L. Miller

OFFICIAL SEAL

KRISTI L. REDD

NOTARY PUBLIC - OREGON

COMMISSION NO. 010431

MY COMMISSION EXPIRES NOV. 16, 1995

Notary Public for Oregon

11/16/95

OFFICIAL SEAL

KRISTI L. REDD

NOTARY PUBLIC - OREGON

COMMISSION NO. 010431

MY COMMISSION EXPIRES NOV. 16, 1995

