

NE 74433

MTC 1396-6817
AGREEMENT FOR EASEMENT

Vol 94 Page 1350

THIS AGREEMENT, Made and entered into this 6th day of DECEMBER, 1993, by and between BRADLEY J. GOVIN AND MONA J. GOVIN hereinafter called the first party, and ADJACENT PROPERTY OWNERS and OWNERS USING THIS ACCESS ROAD TO THEIR PROPERTY, 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 SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8 E.W.M., Klamath County, Oregon, Excepting therefrom the Westerly 240 feet thereof.

**The intent of this agreement for easement is to create of record the actual roadway as it appears over the Easterly portion of real property described above after the road has been surveyed. The easement is as it is described on the attached map and legal description and the easement as described as the East 30 feet of lot is hereby vacated and replaced by the easement attached hereto. 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 an easement for roadway purposes over the above described real property and being further described in Exhibit "A" attached hereto and shown on the map as Exhibit "B" attached hereto and made a part hereof.

Said easement was previously described as the East 30 feet of the subject property and that legal description is vacated and replaced with the actual roadway easement as it exists on the real property.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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.

NAME

TITLE

By _____, Deputy

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

Robert Mullen
2250 Ranch Rd.
Oakland, CA 94620

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:

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:

sae attached Exhibits "A" and "B"

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.

Bradley J. Gouin

Bradley J. Gouin

Mona J. Gouin

Mona J. Gouin

First Party

Second Party

STA
Co

STATE OF CALIFORNIA
COUNTY OF ORANGE

ss.

ss.

On JAN. 7, 1994 before me, ISMAEL M. CALDERON,

fore me on

personally appeared BRADLEY J. GOUIN AND MONA J. GOUIN

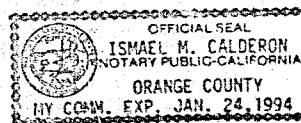
personally known to me (or proved

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.

for Oregon

WITNESS my hand and official seal.

Signature Ismael Calderon



(This area for official notarial seal)

Owners
Erwin R. Ritter, L.S. W.R.E.
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "A"

TRU (SURVEYING) LINE

TELEPHONE (503) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

NOVEMBER 10, 1993

1352

3

LEGAL DESCRIPTION
OF
ACCESS EASEMENT

A STRIP OF LAND SITUATED IN THE SW1/4 SW1/4 SW1/4 OF SECTION 21, T40S, R8EWM, KLAMATH COUNTY, OREGON, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SW1/4 SW1/4 SW1/4 FROM WHICH THE W-W 1/64 CORNER OF SAID SECTION 21 BEARS S89°42'11"E 47.69 FEET; THENCE N01°50'37"E 204.03 FEET; THENCE N00°22'16"E 73.81 FEET; THENCE EAST 38.02 FEET TO A POINT ON THE EAST LINE OF SAID SW1/4 SW1/4 SW1/4; THENCE N00°32'26"W, ALONG SAID EAST LINE, 30.00 FEET; THENCE WEST 37.55 FEET; THENCE N00°29'34"E 52.32 FEET; THENCE EAST 36.60 FEET TO A POINT ON THE EAST LINE OF SAID SW1/4 SW1/4 SW1/4; THENCE N00°32'26"W, ALONG SAID EAST LINE, 30.00 FEET; THENCE WEST 36.13 FEET; THENCE N01°35'57"E 170.30 FEET; THENCE N01°31'02"E 105.70 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 SW1/4 SW1/4; THENCE N89°44'49"W, ALONG SAID NORTH LINE, 30.01 FEET; THENCE S01°31'02"W 105.00 FEET; THENCE S01°39'54"W 166.85 FEET; THENCE S00°22'16"W 189.84 FEET; THENCE S01°50'37"W 204.45 FEET TO A POINT ON THE SOUTH LINE OF SAID SW1/4 SW1/4 SW1/4; THENCE S89°42'11"E 30.01 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 3014.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

of Jan A.D., 19 94 at 10:46 o'clock A M., and duly recorded in Vol. M94
of Deeds on Page 1350

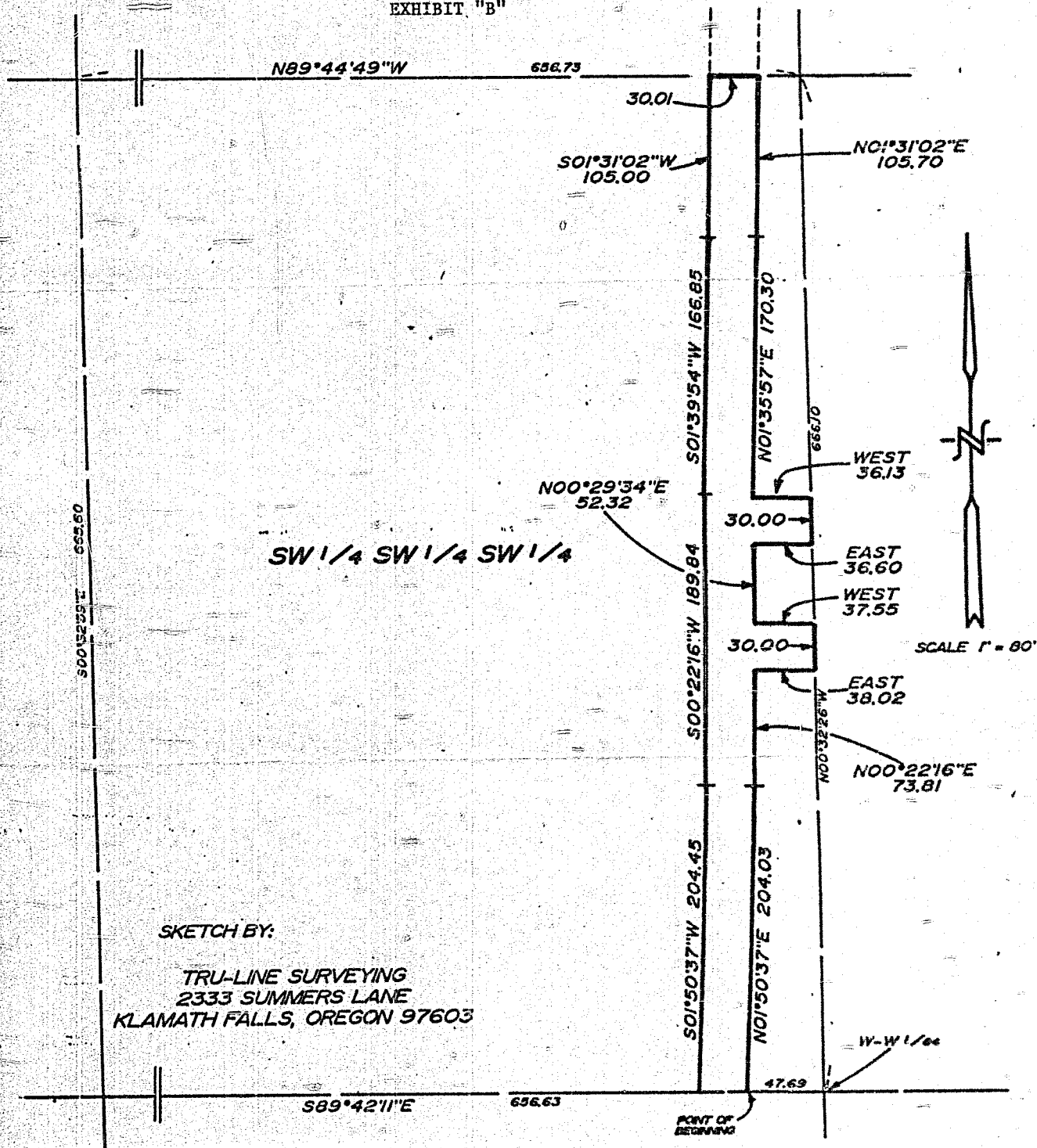
FEE \$45.00

Evelyn Biehn County Clerk

By *Danise Mullins*

SKETCH OF EASEMENT TO ACCOMPANY LEGAL DESCRIPTION
 SITUATED IN THE SW 1/4 SW 1/4 SW 1/4 OF SECTION 21, T40S, R8EWM 1353
 KLAMATH COUNTY, OREGON
 NOVEMBER 22, 1993

EXHIBIT "B"



SKETCH BY:

TRU-LINE SURVEYING
 2333 SUMMERS LANE
 KLAMATH FALLS, OREGON 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 13th day
 of Jan A.D., 19 94 at 10:46 o'clock A M., and duly recorded in Vol. M94
 of Deeds on Page 1350

Evelyn Biehn County Clerk

By Douglas Mulholland

FEE \$45.00