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01-18-94P03:15 RCVD

MTC 1396-6826

Vol. 194 Page 1869

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 6th day of DECEMBER, 1993,  
by and between DONALD L. CULP AND SUSAN P. CULP  
hereinafter called the first party, and ADJACENT PROPERTY OWNERS AND OWNERS USING THIS ACCESS  
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 NW $\frac{1}{4}$  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

MOUNTAIN TITLE COMPANY, has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

\*\*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

Don and Suzie Culp

Adjacent Property Owners

After recording return to (Name, Address, Zip):  
Robert Mullen  
2250 Ranch Road  
Ashland, Or 97520

STATE OF OREGON,

County of \_\_\_\_\_

69.

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/instru-  
ment/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:

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 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.

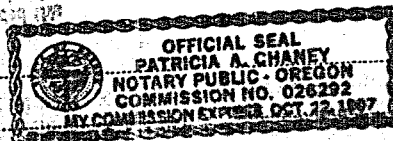
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (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 herunto set their hands in duplicate on this, the day and year first hereinabove written.

Donald L. Culp

Susan P. Culp

First Party



Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

January 10, 1994, by

Patricia A. Chaney  
Notary Public for Oregon

My commission expires

10-22-97

STATE OF OREGON,

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Notary Public for Oregon

My commission expires \_\_\_\_\_

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

EXHIBIT "A"

1871

**TRU (SURVEYING) LINE**

TELEPHONE (503) 684-3691  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603  
NOVEMBER 17, 1993

LEGAL DESCRIPTION  
OF  
ACCESS EASEMENT

A STRIP OF LAND SITUATED IN THE NW1/4 SW1/4 SW1/4 OF SECTION 21, T40S, R8EWM, KLAMATH COUNTY, OREGON, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SAID NW1/4 SW1/4 SW1/4; THENCE N89°44'49"W, ALONG THE SOUTH LINE OF SAID NW1/4 SW1/4 SW1/4, 55.98 FEET; THENCE N01°57'22"E 356.49 FEET; THENCE N01°36'08"E 279.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OVERLAND DRIVE; THENCE S89°47'27"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 SW1/4 SW1/4; THENCE S00°32'26"E 635.80 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

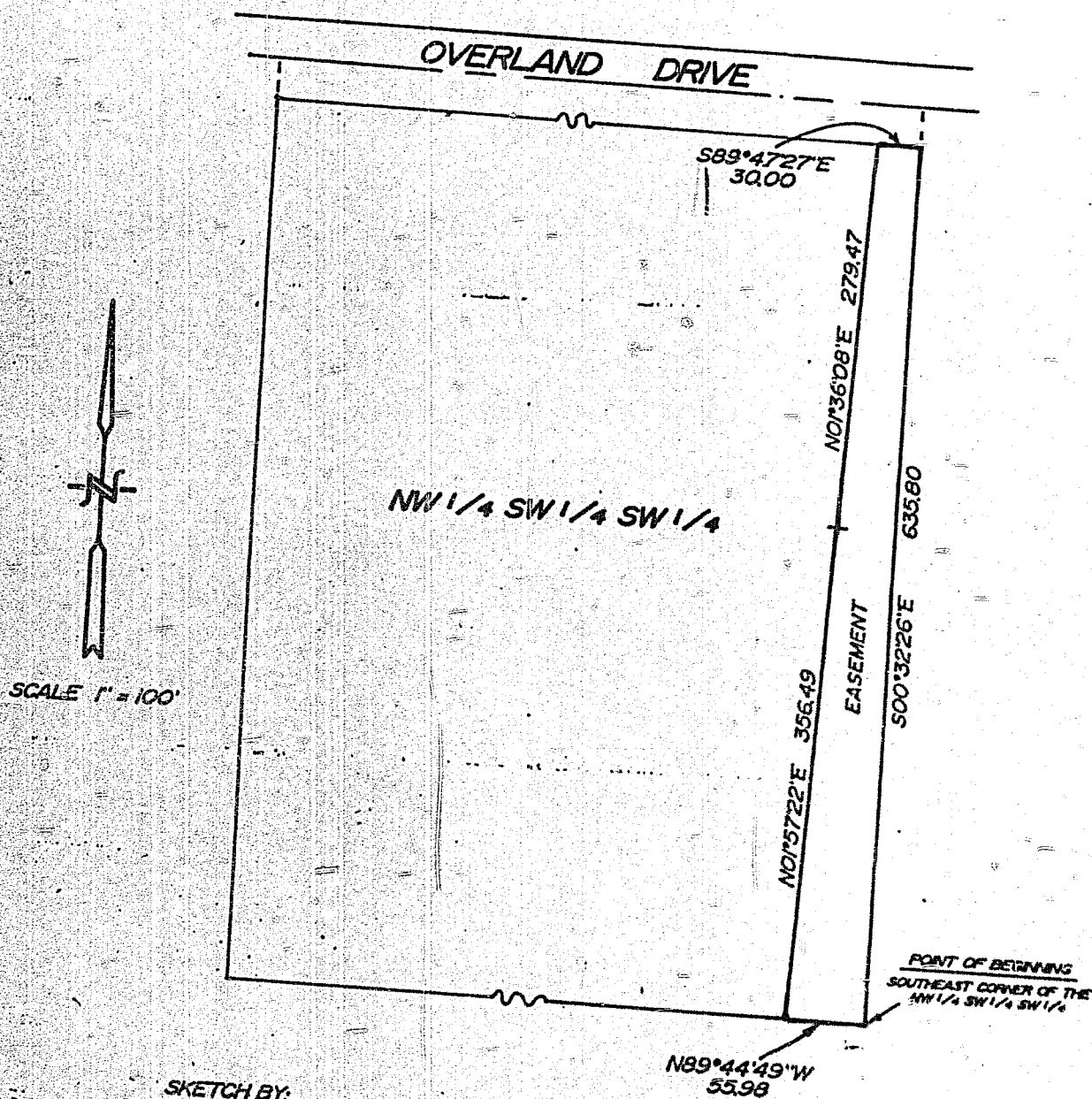
# SKETCH OF EASEMENT TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN THE NW 1/4 SW 1/4 SW 1/4 OF SECTION 21, T40S, R8EWM,  
KLAMATH COUNTY, OREGON

DECEMBER 1, 1993

1872

EXHIBIT "B"



SCALE 1" = 100'

SKETCH BY:

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co  
of Ian A.D., 19 94 at 3:15 o'clock P M., and duly recorded in Vol. 1869 the 18th day  
of Deeds on Page 1869

FEE \$45.00

Evelyn Biehn

County Clerk

By Pauline Miller