

OF YOU V.D. 10 PM 3:50 OCTOBER 15, 1994 AND INDEXED IN VOL 115  
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## STATE OF OREGON: COMPLAINT OR PETITION

FORM NO. 920 GENERAL EASEMENT

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NW1/4 SECTION 10 - 20-94 P03:20 R/CVD  
MOLINE LANDING OREGON  
GEORGE AND SALLY HULBERT  
1994 REFILE

74795

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## AGREEMENT FOR EASEMENT

**THIS AGREEMENT**, Made and entered into this **day of December, 1993**,  
by and between Bill and Starla Hulbert,  
hereinafter called the **first party**, and Fremont Millwork Co., an Oregon corporation,  
hereinafter called the **second party**;

WITNESSETH

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

The North 198 feet of the South 398 feet of the NW1/4, NW1/4 of Section 10, Twp 39 South, Range 9 East, W.M., as described in deed recorded 17 January 1980 in M80 of Deeds, page 1055 of Microfilm records of Klamath County, Oregon.

Real Estate Description omitted

In witness whereof, the parties have witnessed at their home in Klamath on this the day and  
of other person and corporation to do so by its power or direction.  
The corporation is a corporation; it has consented to be bound by this instrument in its capacity  
as a corporation; the officers and directors of the corporation shall be liable to the corporation.

The corporation has executed this instrument in its name and by its authority, and the signature  
thereon is that of one of its officers, directors, managers, or employees, and is authentic in intent.

This instrument will bind and hold to the penalty of \$100 the covenants and restrictions set forth  
in it, and the breach of any covenant or restriction will render the grantee of this note exclusive  
to demand in the enforcement of such covenant or restriction the specific relief the grantee in that case exclusive.

During the existence of this agreement, those powers of attorney in the corporation that are corroborative  
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 equipment  
placement on the following described parcel. Beginning at the point where the south  
line of the above described tract intersects the west line of the Burlington-Northern  
railway right-of-way; thence N89°-30'W 42.5 feet along said south line; thence  
N0°-05'-40"W 4.5 feet to a fence; thence S89°-30'E 16.05 feet to the end of the  
fence; thence N0°-05'-40"W 7 feet; thence S89°-30'E 26.45 feet; thence S0°-05'-40"E  
11.5 feet to the point of beginning. To further identify, the point of beginning  
lies S89°-30'E 350 feet from the northeast corner of Lot 7, Block 1, Fremont Park,  
Subdivision No. 1183. The parcel to which the above description applies contains  
367.45 sq. feet.

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

Properly taken on your behalf be it therefore said, on the affidavit and

sd. **AGREEMENT FOR EASEMENT** is made  
and executed by the parties by power  
of attorney for equipment placement  
between Bill and Starla Hulbert and Fremont  
Millwork Co. located at  
3315 Washburn Way, Klamath Falls,  
Klamath Falls, OR 97603

and Fremont Millwork Co. located at  
2949 Onyx Ave., Klamath Falls, OR  
Klamath Falls, OR 97603

After recording return to (Name, Address, Zip Code) FREMONT MILLWORK CO.  
2949 ONYX AVE., Klamath Falls, OR 97603  
KLAMATH FALLS, OR 97603

STATE OF OREGON, ss.  
County of Klamath. I certify that the within instrument  
was received for record on the 15 day  
of October, 1993, at 10:00 o'clock A.M., and recorded  
in book/reel/volume No. 100 on page 100 or as fee/file/instrument/  
microfilm/reception No. 100.  
Record of Klamath County, Oregon  
of said county.

Witness my hand and seal of  
County affixed.  
By Jill Harris, Deputy  
NAME Jill Harris TITLE Deputy

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KIYVIVER LINES OF 61003  
 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 forever, always subject, however, to the following specific conditions, restrictions and considerations:

Easement agreement shall be dissolved at any time when there is no further use nor intended use of the parcel for equipment placement by the grantee. Further, easement agreement may be cancelled, in writing, by both parties in mutual agreement. Upon cancellation of the agreement by either of the above manners, the grantee shall, within [30 days summer or 90 days winter], remove all equipment and leave the site in a clean condition. Property taxes on land shall be paid by the grantor, and on the equipment and improvements, by the grantee.

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:

THREE 280-30.E 320' EASEL FLOW THE WOLFGANG COUPLER OF LOT 1 BLOCK 1 FREMONT PARK IT'S 100' TO THE BORDER OF PEDESTRIAN TO INTERSECTION THE BORDER OF PEDESTRIAN EASING: EASING 100-02,-40.M 1 EASEL: EASING 280-30.E 32' EASEL: EASING 200-02,-40.E 100-02,-40.M 42 EASEL TO A EASING: EASING 280-30.E 12' 02 EASEL TO THE END OF THE 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 100%. (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.

*Billy D. Hulbert*

*Starla D. Hulbert*

STATE OF OREGON, County of Klamath

STATE OF OREGON, County of Klamath