

78456

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 10th day of February, 1904,  
By and between Crown Pacific Corporation, Limited Partnership  
hereinafter called the first party, and Eason and Michelle Moore  
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:

Gov't Lot 5 located in Sec. 31, T. 23S., R. 11E., W. 1E., Klamath County, Oregon

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 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 ingress and egress, lying in Government Lot 5, Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline: Commencing at the West One-Quarter Corner of said Section 31, being a 2.5" Aluminum Cap; thence North 01 Degree 04' 49" East along the West line of said Section 31 a distance of 15 feet to the True Point of Beginning of this description; thence leaving said section line and running Easterly along a line 15.00 feet northerly of and parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00' 00" East 32.00 feet; thence North 79 Degrees 00' 00" East 124.00 feet; thence North 26 Degrees 00' 00" East 70 feet; thence North 31 Degrees 00' 00" East 130.00 feet; thence North 26 Degrees 00' 00" East 65 feet, more or less, to a point on the westerly Right of Way line of the Front Highway (U.S. Hwy. 31) and there terminating.

(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 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:



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:

See Attached

and second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof

During the existence of this easement, its maintenance and the cost of said maintenance 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.)

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 as well.

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

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated \_\_\_\_\_ 19\_\_\_\_

CROWN PACIFIC LIMITED PARTNERSHIP

By:

Roger L. Krag, Secretary of Crown Pacific Ltd., General Partner

SECOND PARTY

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on 3-29, 1994

by Michelle Poore

This instrument was acknowledged before me on March 11, 1994

by Roger L. Krag

as Secretary

of Crown Pacific Ltd.

Donna R. Smith

Donna R. Smith

Notary Public for Oregon

My Commission Expires 04/15/94

AGREEMENT

FOR EASEMENT

U.S. BANK

State of Oregon  
County of Deschutes

This instrument was acknowledged before me on

3-29-94 by Michelle Poore

March 29, 1994

my Commission expires 7-8-95



OFFICIAL SEAL  
MARTHA E. HENDRY  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 008013  
MY COMMISSION EXPIRES JULY 8, 1995

U.S. BANK

State of Oregon  
County of Deschutes

This instrument was acknowledged before me on

3-29-94 by Laron Poore

March 29, 1994

my Commission expires 7-8-95



OFFICIAL SEAL  
MARTHA E. HENDRY  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 008013  
MY COMMISSION EXPIRES JULY 8, 1995



## PROPERTY DESCRIPTION

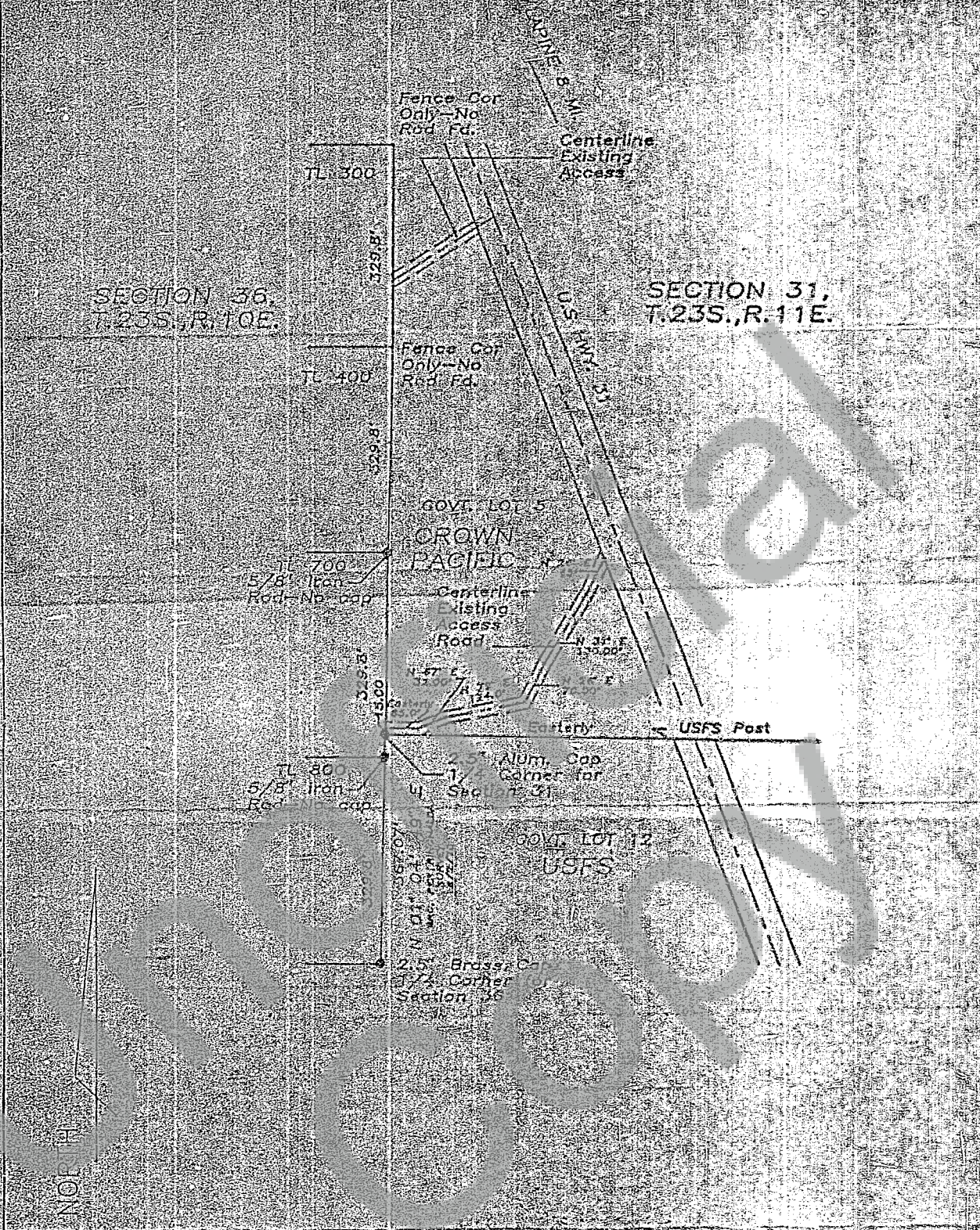
## ACCESS EASEMENT ACROSS CROWN PACIFIC PROPERTY

MERRIE SCHROTT

An Easement for ingress and egress, lying in Government Lot 8, Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

Commencing at the West One-Quarter Corner of said Section 31, being a 2.5" Aluminum Cap; thence North 01 Degree 04' 49" East along the West line of said Section 31 a distance of 15.00 feet to the True Point of Beginning of this description; thence leaving said section line and running Easterly along a line 15.00 feet northerly of and parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00' 00" East 32.00 feet; thence North 79 Degrees 00' 00" East 124.00 feet; thence North 26 Degrees 00' 00" East 70.00 feet; thence North 31 Degrees 00' 00" East 130.00 feet; thence North 26 Degrees 00' 00" East 65.00 feet, more or less, to a point on the westerly Right of Way line of the Fremont Highway (U.S. Hwy. 31) and there terminating.





• - Found Monument of Record

PROPERTY DESCRIPTION: GOVT LOTS 5 & 12 LOCATED IN SEC. 31, T.23S., R.11E., W.M., KLAMATH COUNTY, OREGON

FOR: MERRIE SCHROTT C/O DIRECTOR'S MORTGAGE  
P.O. BOX 1101  
LA PIN E, OR. 97739

DATE: 10/7/93      ESCROW: N/A      DWG. NO.:  
SCALE: 1" = 200'      DRAWN BY: BK-ACAD      93-3146

ROBERT KARL - RUSSELL M. KARL, JR., - PROF. LAND SURVEYORS  
61271 Chikamlin Drive - Bend, Oregon 97702 (503) 369-1824

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert M. Karl*

OREGON  
JULY 14, 1973  
ROBERT M. KARL  
1542





STATE OF OREGON, COUNTY OF CLATSOP ss.

Filed for record at request of Aspen Pile & Saw Co., Inc. the 2nd day  
of April A.D. 1974 at 3:43 o'clock P.M. and duly recorded in Vol. 194  
of Deeds on Page 9578

RFB \$50.00

Beverly Ehm County Clerk

By W. H. H. H. H. H.

RECORDED  
PROFESSIONAL  
LAND SURVEYOR

ROBERT J. HARRIS  
CLATSOP COUNTY  
OREGON

PROPERTY LOCATION: 1/4 SECTION 36, T. 33S. R. 12E, CLATSOP COUNTY, OREGON	
FOR: MERIE SCHOTT AND ORATOR'S WIFE DAVE	
TAPING OR 9578	
DATE: 4-2-74	RECORD NO. 194
FILE: 194-001	CLATSOP COUNTY, OREGON
NOTARY PUBLIC: ROBERT J. HARRIS, CLATSOP COUNTY, OREGON	