

82332

06-07-94A11:41 RCVD

AGREEMENT FOR EASEMENT

MC 1396-7003

Vol. m94 Page 178200

THIS AGREEMENT, Made and entered into this 27th day of May, 1994,  
by and between WILLARD J. KLIPFEL AND BETTY KLIPFEL husband and wife  
hereinafter called the first party, and EDWARD R. ROUFFS AND MARGARET ROUFFS, husband and wife  
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:

Lot 2 in Block 1 of TRACT 1085-COUNTY GREEN, according to the official  
plat thereof on file in the office of the County Clerk of Klamath  
County, Oregon.

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 ingress  
and egress and parking easement more particularly described in attached Exhibit "A"  
made a part hereof and appurtenant to Lot 3 in Block 1 of TRACT 1085, COUNTY GREEN.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Klipfel

AND

Rouffs

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Mr. and Mrs. Ed Rouffs

7309 Hagg Court

Klamath Falls, Oregon

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

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.

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

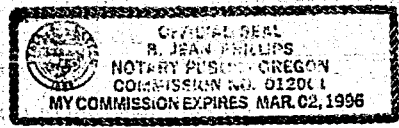
97603

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 Exhibit "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.

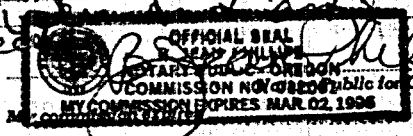
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (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.

Willard J. Klipfel  
Willard J. Klipfel  
Betty Klipfel  
Betty Klipfel First Party

STATE OF OREGON,  
County of Klamath } ss.

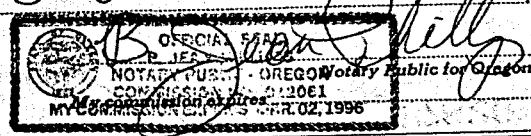
This instrument was acknowledged before me on June 6, 1974, by Willard J. Klipfel & Betty Klipfel as husband and wife



Edward R. Roufs  
Edward R. Roufs  
Margaret Roufs  
Margaret Roufs Second Party

STATE OF OREGON,  
County of Klamath } ss.

This instrument was acknowledged before me on May 27, 1974, by Edward R. Roufs as husband



17822

Owner  
Erwin R. Patten, L.S.

EXHIBIT "A"

Owner  
Dennis A. Ensor

**TRU** (SURVEYING) **LINE**

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

MAY 18, 1994

LEGAL DESCRIPTION OF INGRESS-EGRESS AND PARKING EASEMENT  
FROM KLIPFEL TO ROUFS

A PARCEL OF LAND SITUATED IN LOT 2 BLOCK 1 OF "TRACT 1085 --  
COUNTRY GREEN", A DULY RECORDED SUBDIVISION, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS.

BEGINNING AT THE CORNER COMMON TO LOTS 2 AND 3 BLOCK 1 OF  
SAID TRACT 1085, BEING THE FRONT OR CORNER FACING FLAG COURT;  
THENCE N09°37'50"E 22.42 FEET; THENCE N17°42'43"W 39.62 FEET TO  
THE BACK LOT LINE OF SAID LOTS 2 AND 3; THENCE S07°53'55"E 60.42  
FEET TO THE POINT OF BEGINNING.

Dennis A. Ensor

DENNIS A. ENSOR

O.L.S. 2442

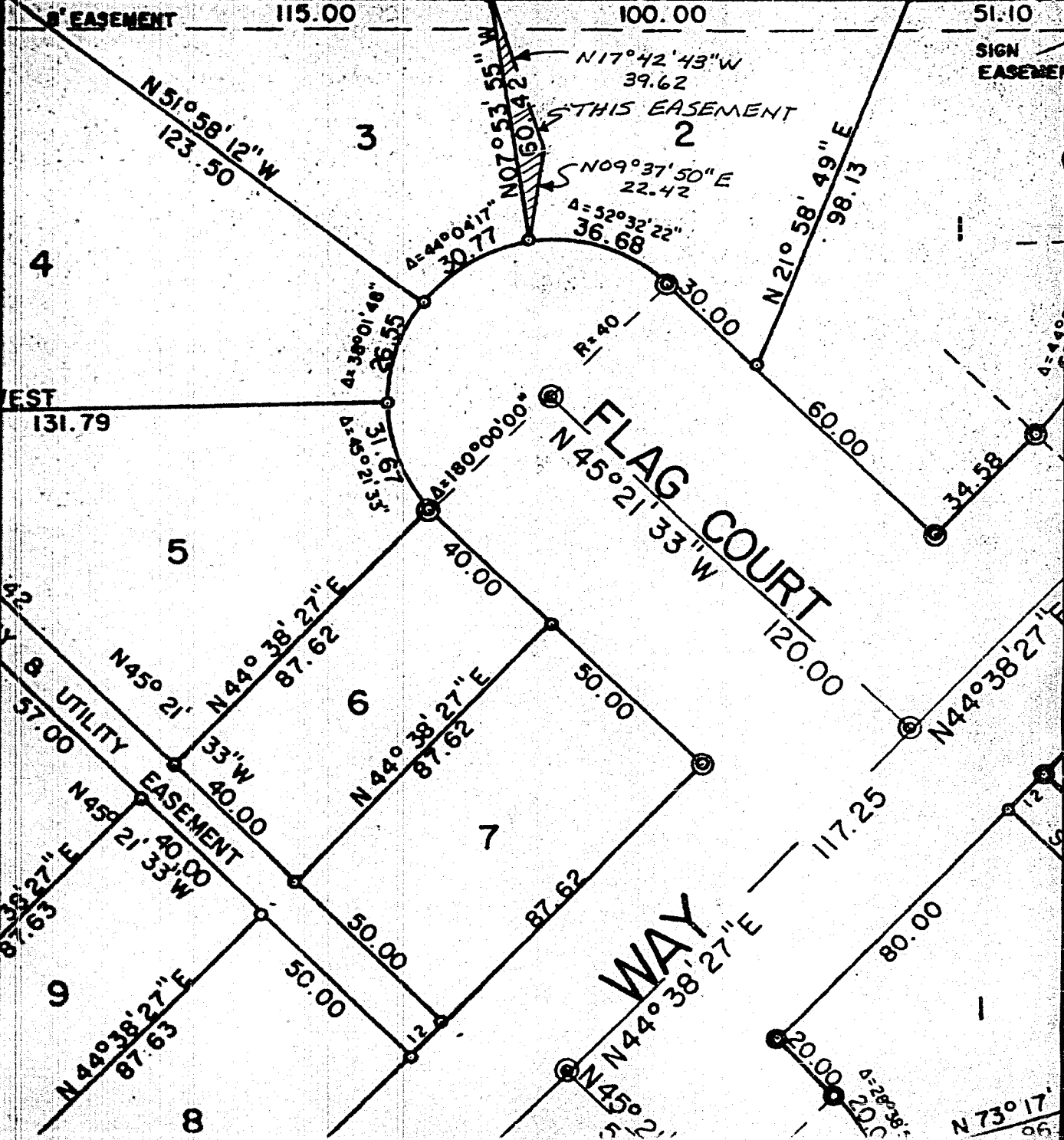
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Dennis A. Ensor

OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12-31-95

FROM KELLER ROAD



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 7th day  
 of June A.D., 19 94 at 11:41 o'clock A.M., and duly recorded in Vol. M94  
 of Deeds on Page 17820

FEE \$45.00

Evelyn Biehn - County Clerk

By Candace Mulendore