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AGREEMENT FOR EASEMENT

22nd

November

94

Vol 1396 Page 36750

THIS AGREEMENT, Made and entered into this 22nd day of November, 1994, by and between LAURENCE A. HOPPE AND DOROTHY A. HOPPE and RICHARD OUTCALT AND WENDY OUTCALT hereinafter called the first party, and Marshal E. Ross II and Anita J. Ross, husband and wife hereinafter called the second party;

WITNESSETH:

Klamath

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

See attached Exhibit "A" attached hereto and made a part hereof.

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.

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 existing roadway across the Easterly 20 feet of the legal description on attached Exhibit "A" and being 100 feet in length beginning at the Northeast corner of the real property in Exhibit "A" in a Southerly direction. Said easement is appurtenant to the real property of the Second parties as follows: Beginning at the NE corner of Section 30, thence South along the East section line 792.00 feet to the true point of beginning; thence continuing South 528.00 feet thence West 247.50 feet; thence North 528.00 feet; thence East 247.50 feet to the true point of beginning, being situate in the NE 1/4 of Section 30, Township 34 South, Range 7, E.W.M. Said roadway is for ingress and egress purposes to the above described pemises.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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/title/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):

Mr. & Mrs. Outcalt  
2770 N. W. 432  
Schiloque, Oregon 97134

36751

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:

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.

Laurence A. Hoppe  
Laurence A. Hoppe

Dorothy A. Hoppe  
Dorothy A. Hoppe

First Party

Richard Outcalt  
Richard Outcalt

Marshall Edward Ross II  
Marshall Edward Ross II

Anita Jane Ross  
Anita Jane Ross

Second Party

STATE OF OREGON,

County of KLAMATH

ss.

This instrument was acknowledged before me on  
11/22, 19 94, by MARSHAL EDWARD

ROSS II AND ANITA JANE ROSS to be  
their voluntary act and deed

Notary Public for Oregon

My commission expires

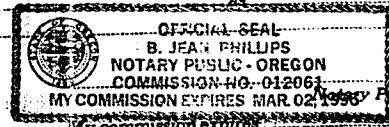
STATE OF OREGON,

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

ss.

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

of \_\_\_\_\_



Public for Oregon  
My commission expires

3-22-96

AGREEMENT FOR EASEMENT  
HOPPE/OUTCALT/ROSS  
November 22, 1994

36752

EXHIBIT "A"  
LEGAL DESCRIPTION

The Easterly 747.5 feet of the following described real property in Klamath County, Oregon, that lies Southerly of State Highway No. 422: The S1/2 S1/2 N1/2 NE1/4 and S1/2 N1/2 S1/2 NE1/4 of Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING that certain tract of land situated in the NE1/4 of Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Northeast corner of Section 30; thence South along the East section line 792.00 feet to the true point of beginning; thence continuing South 528.00 feet; thence West 247.50 feet; thence North 528.00 feet; thence East 247.50 feet to the true point of beginning.

ALSO EXCEPTING therefrom that portion of the above described property lying within the boundaries of Highway 422 (Chiloquin Highway).

State of Oregon

County of KLAMATH

11/22, 19 94

Personally appeared the above named RICHARD OUTCALT AND WENDY OUTCALT and acknowledged the foregoing instrument to be LAURENCE A. HOPPE AND DOROTHY A. HOPPE, THEIR voluntary act and deed.

WITNESS My hand and official seal.

(seal)

*Helen M. Fink*

Notary Public for Oregon

My Commission expires: 4/20/98



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 1st day of Dec A.D., 19 94 at 2:26 o'clock P.M., and duly recorded in Vol. M94 of Deeds on Page 36750.

FE: \$40.00

Evelyn Biehn County Clerk

By *Laurence A. Hoppe*