

95046

02-21-95A10:44 RCVD

AGREEMENT FOR EASEMENT

ATC 951197 9th

day of January, 1995

THIS AGREEMENT Made and
Schrott

THIS AGREEMENT Made and entered into this _____ day of _____ 19____
by and between Merrie L. Schrott Charlotte McDonald and Merrie L. Schrott
hereinafter called the first party, and
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:

Govt. Lot 5 located in Sec. 31, T.23S, R11E, W.M., Klamath County, Oregon

FOR THE BENEFIT OF TAX ACCOUNT #2310 036AO 00600

SEE ATTACHED "EXHIBIT A"

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
 Government Lot 5, Section 31, Township 23 South,
 the easement being 30.00 feet

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 Fremont 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 first party hereby agrees to hold and save the first party harmless from any and all claims or damages which may be asserted against or incurred by the second party in the exercise of the rights herein granted.

Except as to the rights herein granted, the first party shall have the same interest in the above described real estate as it would have had if the first party had not conveyed the same to the second party. 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. Forever always subject to the terms, conditions and considerations herein set forth.

The second party hereby agrees to hold and save the first party, third parties arising from second party's use of the rights herein granted. Forever, always subject.

The easement described above shall continue for a period of _____.

however, to the following specific conditions, restrictions and considerations:

7408

10-15-93

05-22

002

3648

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 Exhibit B

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 1-23, 1995

Merrie L. Schrott

Charlotte McDonald

Merrie L. Schrott

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on Jan 23, 1995

by Merrie L. Schrott

This instrument was acknowledged before me on _____, 19____

by _____

as _____



Martha E. Hendry

My commission expires 7-8-95 Notary Public for Oregon

State of California

County of Riverside

On 1-19-95 before me, Alicia A. Pearce

(DATE)

(NAME, TITLE OF OFFICER - I.E., "JANE DOE, NOTARY PUBLIC")

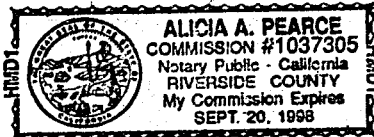
personally appeared Charlotte McDonald

(NAME(S) OF SIGNER(S))

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



(SEAL)

Alicia A. Pearce

(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (OPTIONAL)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☐ CORPORATE
 OFFICER(S) _____ (TITLE(S))
☐ PARTNER(S)
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(ES))

ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:

Title or Type of Document Agreement for Easement

Number of Pages 1 Date of Document 1-19-95

Signer(s) Other Than Named Above Merrie L. Schrott

"EXHIBIT A"

A portion of the SE1/4 NE1/4 of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the one-sixteenth section line which is 332.87 feet North 1 degree 03' 55" East along the one-sixteenth section line from the Southwest corner of the Southeast quarter of the Northeast quarter of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, thence South 89 degrees 32' 59" East 659.95 feet; thence North 1 degree 43' 00" East 331.40 feet; thence North 89 degrees 24' 56" West 663.70 feet to the one-sixteenth section line; thence South 1 degree 03' 55" West 332.87 feet along the one-sixteenth section line to the point of beginning.

Tax Account No: 2310 036AO 00600

TOGETHER WITH:

A 20 foot wide access easement and the rights and privileges of access and egress engendered by said easement, the centerline of which is described as follows:

Beginning at a point on the East line of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon which is 329.79 feet North 1 degree 04' 49" East along said East line from the 1/4 corner of said Section 36, thence North 89 degrees 32' 59" West 652.51 feet; thence North 1 degree 43' 00" East 682.80 feet to its terminus, all of the above described lying within Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of Jan. A.D., 19 90 at 9:52 o'clock A.M., and duly recorded in Vol. 26th day
of Deeds on Page 1816 M90

FEE \$33.00

INDEXED

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By Evelyn Biehn County Clerk

Paula M. Miller

EXHIBIT B

3650

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 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 Fremont Highway (U.S. Hwy. 31) and there terminating.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co the 21st day
 of Feb A.D., 19 95 at 10:44 o'clock A M., and duly recorded in Vol. M95
 of Deeds on Page 3647.

FEE \$45.00

Bernetha G. Letsch, County Clerk

By Douglas Mullendore