

S-95047

02-21-95A10:44 RCVD AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 9th day of January, 1995, by and between Merrie L. Schrott hereinafter called the first party, and Charlotte McDonald, Merrie L. Schrott, and Bruce Cook 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 00900

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 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 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:

10-15-93 09:24 001
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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 2-16-1995

Charlotte McDonald

Merrie L. Schrott

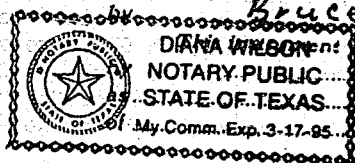
Merrie L. Schrott

Bruce Cook

Bruce Cook

STATE OF OREGON, County of TARRANT

This instrument was acknowledged before me on February 6, 1995



by Bruce Cook was acknowledged before me on _____, 19____

DIANA WILSON
NOTARY PUBLIC
STATE OF TEXAS

My Comm. Exp. 3-17-95

Diana Wilson
Notary Public for Oregon
My commission expires 3-17-95

State of California

County of Riverside

On 1-19-95
(DATE)

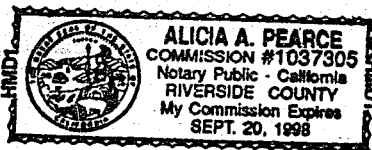
before me, Alicia A. Pearce
(NAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC)

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)

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

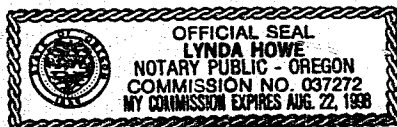
Number of Pages 3 Date of Document 1-19-95

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

State of Oregon)
County of Deschutes) S.S.

On this 10 day of February, 1995, before me personally appeared Merrie Schrott, personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

S
E
A
L



Lynda Howe
Notary Public
My Commission Expires on Aug 22 1998

20005

MTC NO: 26484-LB

EXHIBIT A
LEGAL DESCRIPTION

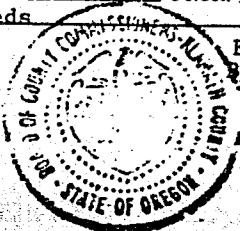
A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is 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 41' 02" East along the quarter - Section line 656.20 feet; thence North 1 degrees 43' 00" East 331.40 feet; thence North 89 degrees 32' 59" West 659.95 feet to the one-sixteenth section line; thence South 1 degrees 03' 55" West 332.87 feet along the one-sixteenth line to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 11th day
of August A.D., 19 93 at 3:15 o'clock P M., and duly recorded in Vol. M93
of _____ Deeds _____ on Page 20004

FEE \$35.00



Evelyn Biehn County Clerk

Evelyn Biehn

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EXHIBIT B

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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 long 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
 of Feb A.D., 19 95 at 10:44 o'clock A M., and duly recorded in Vol. 21st day
 of Deeds on Page 3651 M95

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Douglas Mulholland