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MTC 34807 KR

AGREEMENT FOR EASEMENT

Vol 1495 Page 9257

THIS AGREEMENT, Made and entered into this _____ day of _____, 1995,
by and between W. W. Pollard and Bettye Jo Pollard
hereinafter called the first party, and Paula Marian Dortch
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:

SEE ATTACHED EXHIBIT "A"

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 a non-exclusive easement for the purpose of egress and ingress 30.00 feet in width over and across the westerly 30.00 feet of Govt. Lots 22, 30 and 31 of Section 20 T35S R07E WM said easement following the existing road that in the past has been commonly referred to as Indian Service Road S-40.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

W. W. Pollard and
Bettye Jo Pollard

AND

Paula Marian Dortch

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

Paula Marian Dortch
3039 Front St.
Klamath Falls, Oregon 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

SS.

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

04-13-95A10:16 RCVD

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:

The Second Party holds the First Party harmless from all claims and liability arising from the use of said easement by the Second Party, their Heirs and Assigns.

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:

Not Applicable

and second party's right of way shall be parallel with the center line and not more than N.A. 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 N.A.% and the second party being responsible for N.A.%. (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.

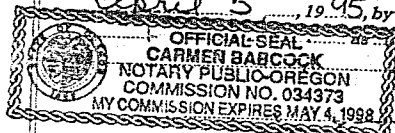
W.W. Ballard
x Betty J. Ballard
First Party

Paula Marian Dortch
Paula Marian Dortch
Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on April 5, 1995, by W.W. Ballard

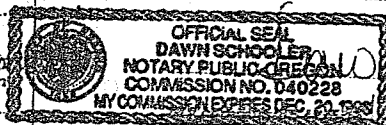


My commission expires 5/4/98

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on March 16, 1995, by Paula Marian Dortch



My commission expires 12/20/98

EXHIBIT A

A tract of land situated in Government Lots 21, 22, 30, and 31, section 20 and the W1/2 of Section 21, all in T35S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8-inch iron pin from which the southwest corner of said section 21 bears S27°15'00"W 1483.08 feet; thence N00°06'45"E 1544.45 feet to a 5/8-inch iron pin on the left bank of the Williamson River; thence westerly along the left bank of the said Williamson River to the west line of said lot 21 of said section 20; thence southerly along the west line of said lots 21, 22, 30 and 31 of said section 20 to the southwest corner of said lot 31; thence easterly to the southeast corner of said lot 31; thence southerly to the southwest corner of said section 21; thence easterly to the southeast corner of Govt lot 36 of said section 21; thence North to a point that bears East from the point of beginning; thence West to the point of beginning, containing 123 acres, more or less, with bearings based on survey No. 2243, as recorded in the Klamath County Surveyor's office. SUBJECT TO 1, 2, 3, 6, 7 and 8 as shown in Deed Volume M78-18829 as recorded in the Klamath County deed records.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 13th day of April A.D., 19 95 at 10:16 o'clock A M., and duly recorded in Vol. M95 of Deeds on Page 9257.

FEE 40.00

By Bernetha G. Letsch County Clerk