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04-20-95P03:03 RCVD

## AGREEMENT FOR EASEMENT

Vol. M85 Page 10013

20th day of April, 1995,  
 THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995,  
 by and between Lost River Land & Cattle, Inc.  
 hereinafter called the first party, and Earl Martin & Shirley E. Kerns  
 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: In Township 39 South, Range 8 East of the Willamette  
 Meridian, Klamath County, Oregon. Section 27: Beginning at a point on the  
 center section line of Sec. 27, T 39 S, R 8 EWM, Kla. Co. OR, which point is  
 common with the center section line & the Southeasterly right of way boundary  
 of the K-Falls-Ashland Hwy (OR 66) and bears South a distance of 494.0 feet,  
 more or less, from the quarter section corner common to Section 22 & 27,  
 Township, Range & Meridian aforesaid; thence continuing South along same  
 center section line a distance of 2661.0 feet, more or less to the Northerly  
 right of way boundary of the Weyerhaeuser Timber Co. road (Volume 80, page  
 275, Deed Records of Klamath Co., OR); thence North 55 degrees 21' East along  
 same, a distance of 36.47 feet; thence North, parallel with the aforesaid  
 center section line a distance of 2667.2 feet, more or less, to the South-  
 easterly right of way boundary of aforesaid KF-Ashland Hwy; thence South 48  
 degrees 08' West along same, a distance of 40.28 feet more or less, to the  
 point of beginning, being a 30 foot strip of land for private road purposes.  
 (See below for additional description)\*

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

the right of use of the above described tract of land (30 feet wide)  
 for ingress and egress between Weyerhaeuser Company Road and  
 Oregon Highway 66.

\*(Additional real estate description: EXCEPTING THEREFROM that portion  
 conveyed to the State of Oregon, by and through its Department of Transpor-  
 tation, Highway Division by Deed recorded May 17, 1989 in Volume M89,  
 page 8560, Microfile Records of Klamath County, Oregon.)

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Martin Kerns  
9350 Hwy 66  
K-Falls, OR 97601

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/page/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

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 perpetual use, always subject, however, to the following specific conditions, restrictions and considerations:

None

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:

Contained in legal description

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

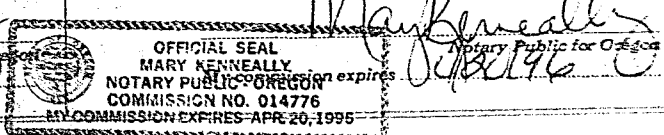
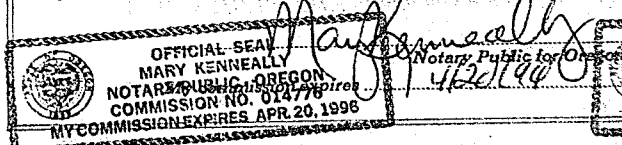
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

*Gary Hart*  
First Party

*Earl Martin Kerns*  
*Shirley F. Kerns*  
Second Party

STATE OF OREGON, } ss.  
County of Klamath }  
This instrument was acknowledged before me on  
April 20, 1995, by Gary Hart  
as  
of Lost River Land & Cattle Co.

STATE OF OREGON, } ss.  
County of Klamath }  
This instrument was acknowledged before me on  
April 20, 1995, by  
Earl Martin Kerns xx and Shirley F. Kerns  
of



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Shirley Kerns the 20th day  
of April, A.D., 19 95 at 3:03 o'clock P M., and duly recorded in Vol. M95,  
of Deeds on Page 10013

FEE \$35.00/cc\$1.50

Bernetha G. Tusch, County Clerk  
*Bernetha Tusch*