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38784

AGREEMENT FOR EASEMENT

Vol. 1195 Page 10100

04-21-95 ATU:53 RCV
me 1396-7471

30th day of March, 1995

THIS AGREEMENT, Made and entered into this 30th day of March, 1995, by and between LIVING WORD FELLOWSHIP OF KLAMATH FALLS, OREGON, INC. hereinafter called the first party, and MELVIN L. STEWART AND MARY LOU STEWART, husband and wife, and HAROLD CAMPBELL AND LOYCE*, 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:
* CAMPBELL, husband and wife and THE CITY OF KLAMATH FALLS, a political subdivision of the State of Oregon

SEE ATTACHED EXHIBIT "C" ATTACHED HERETO

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 and utility purposes with the right for future dedication for subdivision purposes, as described in the attached Exhibit "A" attached hereto and made a part hereof, appurtenant to the real property of the Second Parties adjacent thereto.

(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

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/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):

City of Klamath Falls
500 Klamath Ave
Klamath Falls, OR 97601

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:

SEE ATTACHED EXHIBIT "B" MADE A PART HEREOF

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 for0.....% and the second party being responsible for100.....%. (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.

Living Word Fellowship, of Klamath Falls, Inc

By- Dennis L. Roberts president

By- First Party

STATE OF OREGON,

County of Klamath ss.

This instrument was acknowledged before me on
March 30, 1995, by Melvin L. Stewart
and Marilyn Stewart

of 11

Kristi L. Redd

My commission expires 11/16/95

Notary Public for Oregon

<u>Melvin L. Stewart</u> Melvin L. Stewart	<u>Mary Lou Stewart</u> Mary Lou Stewart
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City of Klamath Falls;

By J. A. D. B. C.

By _____

Harold F. Campbell, Second Party, Loyce Campbell

County of Klamath) ss

This instrument was acknowledged before
April 21, 1995, by Harold A.
Campbell and Loyce Campbell

4/1/57

OFFICIAL SEAL
KRISTI L REDD

NOTARY PUBLIC - OREGON
COMMISSION NO. 000831 My commission expires 11/16/95

MISSION EXPIRES NOV. 10, 1995

MY COMMISSION EXPIRES NOV. 10, 1995

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

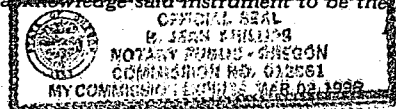
County of Klamath
 before me appeared Jeffrey Ball

} ss.

On this 12 day of April, 1995
 and

both to me personally known, who being
 duly sworn, did say that he, the said Jeffrey Ball 1 the City Attorney
 is the President, and he, the said Secretary
 is the Secretary of CITY OF KLAMATH FALLS,
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
 of Directors, and Jeffrey Ball and

acknowledge said instrument to be the free act and deed of said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.

B. Jean Phillips
 Notary Public for Oregon.
 My Commission expires 3-2-98

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

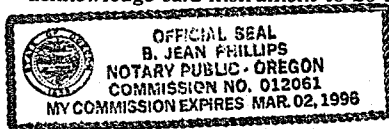
STATE OF OREGON,

County of KLAMATH
 before me appeared Dennis L. Roberts

} ss.

On this 12 day of April, 1995
 and

both to me personally known, who being
 duly sworn, did say that he, the said Dennis L. Roberts
 is the President, and he, the said Secretary
 is the Secretary of LIVING WORD FELLOWSHIP OF Klamath Falls, Inc.
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
 of Directors, and Dennis L. Roberts and
 acknowledge said instrument to be the free act and deed of said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.

B. Jean Phillips
 Notary Public for Oregon.
 My Commission expires 3-2-98

Owners
Erwin R. Ritter, L.S. W.R.E.
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "A"

10103

TRU (SURVEYING) **LINE**

TELEPHONE (503) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

MARCH 16, 1995

60 FOOT EASEMENT TO HAROLD CAMPBELL,
MEL STEWART AND CITY OF KLAMATH FALLS.

A 60 FOOT WIDE EASEMENT SITUATED IN THE S. 1/2 NW1/4 SECTION 36, T38S, R9EW, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF MAJOR LAND PARTITION 22-91 FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 36 BEARS S53°56'23"W 1610.78 FEET; THENCE SOUTH, ALONG THE EAST BOUNDARY OF SAID PARTITION, 118.11 FEET; THENCE S30°31'52"E 15.32 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS EQUALS 1170.00 FEET AND CENTRAL ANGLE EQUALS 17°59'06") 367.26 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS POINT BEARS S77°27'14"W 20.00 FEET AND CENTRAL ANGLE EQUALS 92°29'31") 32.29 FEET; THENCE S79°56'45"W 99.34 FEET TO THE EASTERLY RIGHT OF WAY OF FOOTHILLS BOULEVARD; THENCE, ALONG SAID RIGHT OF WAY, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S78°18'31"W 1050.00 FEET AND CENTRAL ANGLE EQUALS 03°16'28") 60.01 FEET, THE MID POINT OF SAID ARC BEING AT ENGINEERS STATION 136+97.31; THENCE N79°56'45"E 180.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (THE RADIUS POINT BEARS S81°20'36"W 1230.00 FEET AND CENTRAL ANGLE EQUALS 21°52'28") 469.59 FEET; THENCE N30°31'52"W 117.06 FEET TO THE POINT OF BEGINNING.



Erwin R. Ritter
ERWIN R. RITTER O.L.S. 658

EXPIRES 12/31/96

EXHIBIT "C"
LEGAL DESCRIPTION

The SE1/4 NW1/4 Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion contained in Quitclaim Deed recorded May 30, 1991 in Volume M91, page 10149, Microfilm Records of Klamath County, Oregon, as follows:

That portion, if any, of the SE1/4 NW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying West of the following described line:

Beginning at the long accepted C-W 1/16 corner of said Section 36, from which the West 1/4 corner of said Section 36 bears South 89 degrees 58' 32" West 1302.15 feet; thence North 2640 feet, more or less, to a point on the North line of said Section 36 with bearings based on Tract 1152 - North Hills.

TOGETHER WITH that portion contained in Quitclaim Deed recorded May 30, 1991 in Volume M91, page 10151, Microfilm Records of Klamath County, Oregon, as follows:

That portion, if any, of the SW1/4 NW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East of the following described line:

Beginning at the long accepted C-W 1/16 corner of said Section 36, from which the West 1/4 corner of said Section 36 bears South 89 degrees 58' 32" West 1302.15 feet; thence North 2640 feet, more or less, to a point on the North line of said Section 36 with bearings based on Tract 1152 - North Hills

ALSO EXCEPTING THEREFROM that portion conveyed to El Paso Natural Gas Company recorded October 12, 1961, Deed Volume 333 at page 145, Deed Records.

AND ALSO EXCEPTING THEREFROM that portion conveyed to California Pacific Utilities Co. recorded October 3, 1963 in Volume 348 at page 405, Deed Records of Klamath County, Oregon.

AND ALSO EXCEPTING THEREFROM that portion conveyed unto Klamath County by Deed recorded March 3, 1994 in Volume M94, page 6673 and re-recorded March 11, 1994 in Volume M94 at page 7541, both Microfilm Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed in instruments recorded March 17, 1995 in Volume M95 at pages 6022 and 6024, Microfilm Records of Klamath County, Oregon, TOGETHER WITH that portion described in instrument recorded in Volume M95 at page 6021, Microfilm Records of Klamath County, Oregon.

TOGETHER WITH that portion described in instrument recorded March 17, 1995 in Volume M95 at Page 6023, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 21st day
of April A.D., 19 95 at 10:53 o'clock A M., and duly recorded in Vol. M95,
of Deeds on Page 10100.

FEE \$55.00

By Bernetha G. Detsch, County Clerk
[Signature]