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04-21-95 A10-53

note 1396-7274

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10106

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 30th day of March, 1995,  
 by and between LIVING WORD FELLOWSHIP OF KLAMATH FALLS, INC.  
 hereinafter called the first party, and HAROLD CAMPBELL AND LOYCE CAMPBELL, husband and wife, and  
THE CITY OF KLAMATH FALLS, \* hereinafter called the second party; \* a political subdivision of the State

WITNESSETH: of Oregon

Klamath

WHEREAS: The first party is the record owner of the following described real estate in \_\_\_\_\_  
 County, State of Oregon, to-wit:

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 including the right to future dedication for subdivision purposes as described in the attached Exhibit "A" 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

50

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" attached hereto and 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 for .....% and the second party being responsible for 100%. (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 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 first hereinabove written.

Word Fellowship of Klamath Falls, Inc

City of Klamath Falls,

By- 9/17/93

By- Harold A. Campbell

Second Party Loyce Campbell

Harold A. Campbell

County of Klamath

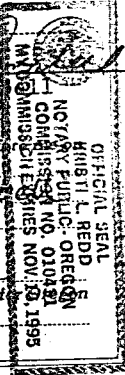
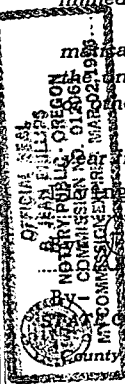
This instrument was acknowledged before me on

April 21, 1993, by Harold A. Campbell and Loyce Campbell

Notary Public for Oregon

My commission expires 11/16/95

My commission expires 3-2-96



## EXHIBIT "A"

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

**TRU** (SURVEYING) **LINE**

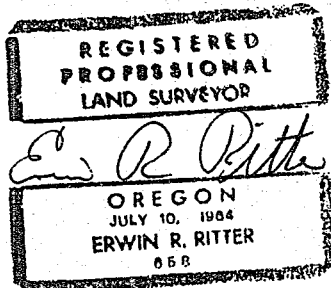
TELEPHONE (503) 884-3691  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

MARCH 16, 1995

20 FOOT EASEMENT TO HAROLD CAMPBELL  
AND CITY OF KLAMATH FALLS

A 20 FOOT WIDE EASEMENT SITUATED IN THE NW1/4 SECTION 36,  
T38S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

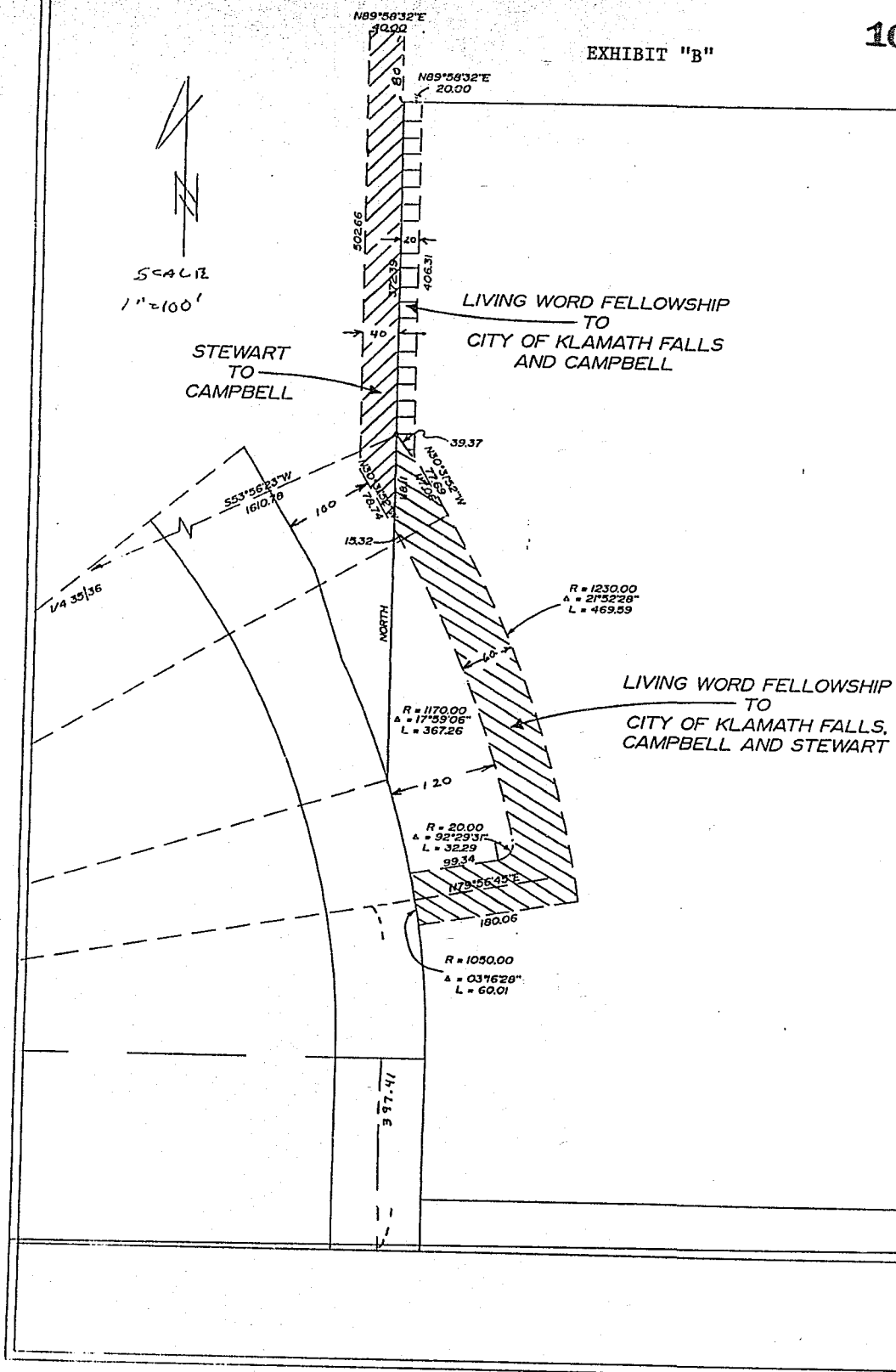
BEGINNING AT A POINT ON THE EAST LINE OF MAJOR LAND  
PARTITION 22-91 FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 36  
BEARS S53°56'23"W 1610.78 FEET; THENCE NORTH, ALONG EAST LINE OF  
SAID PARTITION, 372.39 FEET TO THE SOUTH LINE OF THE HAROLD  
CAMPBELL PROPERTY; THENCE N89°58'32"E 20.00 FEET; THENCE SOUTH  
406.31 FEET TO THE NORTHERLY LINE OF A 60.00 FOOT EASEMENT;  
THENCE N30°31'52"W 39.37 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 10106

FEE \$50.00

By Bernetha G. Litsch County Clerk