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8944

11-13-95A11:02 RCVD

Vol. 195 Page 30777



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 23rd day of October, 1995,
by and between MBK-PARTNERSHIP
hereinafter called the first party, and MAURICE L. AUSTIN, JR. and TERRY A. MILLER AND DANA L. MILLER, husband and wife, 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:

Lot 2 in Block 3 of NORTH RIDGE ESTATES, according to the official plat
thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

See attached Exhibit "A" made a part hereof

(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):

MBK
1763 Washburn Way
Klamath Falls, OR 97603

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

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 for _____% and the second party being responsible for _____%. (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.

MBK-Partnership

First Party

STATE OF OREGON

County of Klamath

Nov. 9, 1995

This instrument was acknowledged before me on

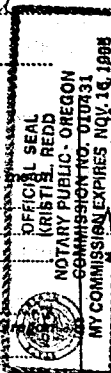
as

of

- see attached -

Notary Public for Oregon

My commission expires



Maurice L. Austin, Jr.

Terry A. Miller

Second Party

STATE OF OREGON

County of Klamath

Nov. 2, 1995

This instrument was acknowledged before me on

as

of

Maurice L. Austin, Jr., Terry A. Miller

Kristi L. Redd

My commission expires 11/16/98

Notary Public for Oregon

PARTNERSHIP ACKNOWLEDGMENT

State of OREGONCounty of KLAMATH

} SS.

On this the 9th day of November 19 95, before me,Kristi L. Redd

the undersigned Notary Public, personally appeared
 Kenneth L. Tuttle, Trustee of the Kenneth L. Tuttle, M.D.
 P.C. PENSION AND PROFIT SHARING TRUST; Melvin L. Stewart
 and Mary Lou Stewart, partners of MBK, a partnership

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence
 to be the person(s) who executed the within instrument on behalf of the
 partnership, and acknowledged to me that the partnership executed it.
 WITNESS my hand and official seal.



Kristi L. Redd
 Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:

Title or Type of Document Agreement for EasementNumber of Pages 5 Date of Document October 23, 1995Signer(s) Other Than Named Above Maurice L. Austin, Jr., Terry A. Miller
and Dana L. Miller

30780

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

EXHIBIT "A"

TRU (SURVEYING) **LINE**

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

JUNE 2, 1995

LEGAL DESCRIPTION OF A 20 FOOT WIDE ACCESS EASEMENT FROM LOT 2,
BLOCK 3, TRACT 1267-NORTH RIDGE ESTATES
TO LOTS 1 AND 3, BLOCK 3, TRACT 1276-NORTH RIDGE ESTATES.

THE SOUTHERLY LINE OF SAID EASEMENT BEING THE LINE COMMON TO
SAID LOTS 1 AND 2 AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: BEGINNING AT THE EASTERLY RIGHT OF LINE OF OLD FORT
ROAD; THENCE N58°59'00"E 75.87 FEET; THENCE ALONG THE ARC OF A
120.00 FOOT RADIUS CURVE TO THE RIGHT 170.85 FEET; THENCE
S39°26'30"E 241.27 FEET.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Erwin R. Ritter

OREGON
JULY 10, 1984
ERWIN R. RITTER
658

EXPIRES 12/31/96

Erwin R. Ritter

ERWIN R. RITTER O.L.S. 658

6-18-08

30781

OLD FORT ROAD

R = 2030.00
103.47

75.87
N88°59'00"E

LOT 1

L = 170.84
R = 120.00
C = 156.77
81°34'15"

N53°32'18"W 406.03
20 20 20

538.26 33'E
241.27

LOT 2

LOT 3

S83°19'12"E 489.73

SKETCH OF EASEMENT
SITUATED IN LOTS 1 AND 2 BLOCK 3,
TRACT 1276 NORTH RIDGE ESTATES

65.04
S50°33'30"W

218.19
S24°36'37"N

59.95
N15°13'52"E

SCALE
1" = 50'

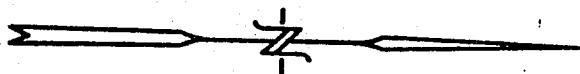


EXHIBIT "B"

30781-A

30781

OLD FORT ROAD

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 13th day
of November A.D., 19 95 at 11:02 o'clock A. M., and duly recorded in Vol. M95,
of Deeds on Page 30777.

Bernetha G. Letsch, County Clerk

By

Annette Mueller

FEE \$55.00

15.50 NORTH RIDGE ESTATE
ED IN TOLDS 1 AND 5 BLOCK 3
SKETCH OF EASEMENT

TOLDS