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8945

11-13-95A11:02 RCVD

Vol. 195 Page 30782



## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 23rd day of October, 1995,  
by and between MAURICE L. AUSTIN, JR.  
hereinafter called the first party, and MBK-PARTNERSHIP 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 1 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

30783



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:

NO USE OF THE EASEMENT FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY SET FORTH IN THE ATTACHED EXHIBIT "B"

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.

*Maurice L. Austin, Jr.*  
 OFFICIAL SEAL  
 KRISTI L. REED  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 010431  
 MY COMMISSION EXPIRES NOV. 18, 1995

First Party

STATE OF OREGON

County of

*Klamath*

} ss.

This instrument was acknowledged before me on  
 Nov. 2, 1995, by *Maurice L. Austin, Jr.*  
 of *Terry A. Miller & Dana L. Miller*

*Kristi L. Reed*  
 Notary Public for Oregon

My commission expires *11/16/95*

*Mary Lou Stewart*  
*James E. Miller*  
 MBK-Partnership  
*Terry A. Miller* Second Party  
*Dana L. Miller*

STATE OF OREGON

County of

*Klamath*

} ss.

This instrument was acknowledged before me on  
 Nov. 9, 1995, by *see attached*  
 of *see attached*

Notary Public for Oregon

My commission expires

30784

NO. 203

**PARTNERSHIP ACKNOWLEDGMENT**State of OREGONCounty of KLAMATH

} SS.

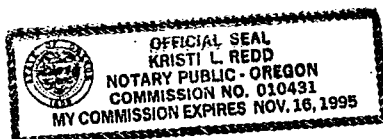
On this the 9th day of November, 1995, before me,Kristi L. Redd

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.

Notary's Signature



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

Title or Type of Document Agreement for EasementNumber of Pages 5 Date of Document October 23, 1995

Signer(s) Other Than Named Above Maurice L. Austin, Jr., Terry A. Miller  
and Dana L. Miller

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

30785

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 • KLAMATH FALLS, OREGON 97603

JUNE 2, 1995

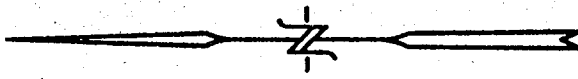
LEGAL DESCRIPTION OF A 20 FOOT WIDE ACCESS EASEMENT FROM LOT 1,  
BLOCK 3, TRACT 1267-NORTH RIDGE ESTATES  
TO LOTS 2 AND 3, BLOCK 3, TRACT 1276-NORTH RIDGE ESTATES.

THE NORTHERLY 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. THE INTENT OF THIS DESCRIPTION IS TO  
EXTEND THE SOUTHERLY LINE WESTERLY TO OLD FORT ROAD.



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

SCALE  
1" = 50'



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

LOT 3

LOT 2

LOT 1

OLD FORT ROAD

59.95  
N15°13'52"E

248.19  
S24°36'37"E

550.33  
N10°33'30"W

241.27  
S38°26'33"E

408.03  
N33°32'18"W

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

102.47  
R=2030.00

20

20

15

15

30786

30786-A

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 30782.

FEE \$55.00

By Bernetha G. Letsch, County Clerk  
Annette Mueller

RECORDED IN BOOK 102 PAGE 102  
FILED IN BOOK 102 PAGE 102  
JUL 10 1995  
CLERK OF COUNTY OF KLAMATH