

11-13-95A11:02 RCVD.

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8946

## 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 TERRY A. MILLER AND DANA L. MILLER, husband and wife  
 hereinafter called the second party;

WITNESSETH:

Klamath

WHEREAS: The first party is the record owner of the following described real estate in \_\_\_\_\_  
 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

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

MBK  
 1703 Washburn Way  
 Klamath Falls, OR 97603

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/instru-  
 ment/microfilm/recaption No. \_\_\_\_\_,  
 Record of \_\_\_\_\_  
 of said county.

Witness my hand and seal of  
 County affixed.

By \_\_\_\_\_ TITLE  
 \_\_\_\_\_ Deputy

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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:

MONUMENTAL FOR EVIDENCE

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.

*Melvin A. Stewart*  
MBK-PARTNERSHIP

*Terry A. Miller*  
Dana L. Miller  
OFFICIAL SEAL  
KRISTI L. REDD  
NOTARY PUBLIC, OREGON  
COMMISSION NO. 010431  
MY COMMISSION EXPIRES NOV. 16, 1995

First Party  
STATE OF OREGON, }  
County of Klamath } ss.  
This instrument was acknowledged before me on  
Nov. 9, 1995, by

of \_\_\_\_\_  
-see attached-  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Second Party  
STATE OF OREGON, }  
County of Klamath } ss.  
This instrument was acknowledged before me on  
Nov. 2, 1995, by Terry A. Miller  
and Dana L. Miller

*Kristi L. Redd*  
Notary Public for Oregon  
My commission expires 11/16/95

## PARTNERSHIP ACKNOWLEDGMENT

NO. 203

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.



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 Terry A. Miller and Dana L. Miller

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

## EXHIBIT "A"

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

TELEPHONE (503) 884-3681  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

JUNE 2, 1995

LEGAL DESCRIPTION OF A 30 FOOT WIDE ACCESS EASEMENT FROM LOT 2,  
BLOCK 3, TRACT 1267-NORTH RIDGE ESTATES  
TO LOT 3, BLOCK 3, TRACT 1276-NORTH RIDGE ESTATES.

THE CENTER LINE OF SAID EASEMENT BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N50°33'30"E 20.00  
FEET FROM THE LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 3 FROM  
WHICH THE NORTHWESTERLY CORNER OF SAID LOT 2 BEARS N53°52'18"W  
408.03 FEET; THENCE N50°33'30"E 65.04 FEET; THENCE N24°36'37"E  
218.19 FEET; THENCE N15°13'52"E 59.95 FEET TO THE LINE COMMON TO  
SAID LOTS 2 AND 3, THE NORTHWESTERLY CORNER OF SAID LOT 2 BEARS  
S83°19'12"W 489.73 FEET.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Erwin R. Ritter*

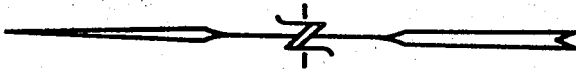
OREGON  
JULY 10, 1984  
ERWIN R. RITTER  
658

EXPIRES 12/31/96

*Erwin R. Ritter*

ERWIN R. RITTER O.L.S. 658

SCALE  
1" = 50'



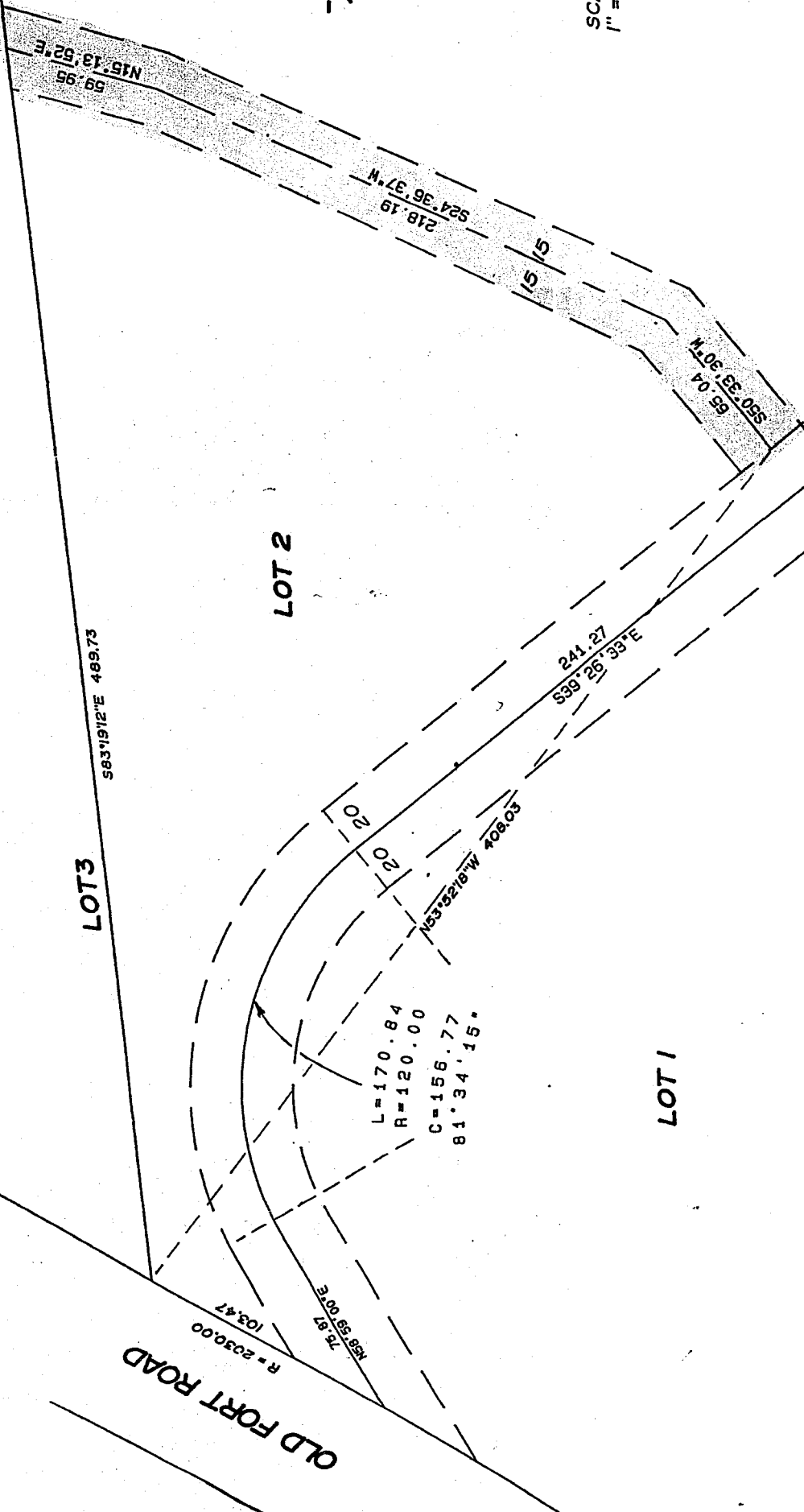
SKETCH OF EASEMENT  
SITUATED IN LOTS 1 AND 2 BLOCK 3,  
TRACT 1276 NORTH RIDGE ESTATES

LOT 3

LOT 2

LOT 1

OLD FORT ROAD



105708

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 30787.

By Bernetha G. Letsch, County Clerk  
Annette Mueller

FEE \$55.00