

22763

MTC 38092HF

Vol. m96 Page 24080

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 18th day of July, 1996,  
by and between THE MATTHEWS FAMILY LIMITED, a limited partnership  
hereinafter called the first party, and JOSEPH M. HOHMAN AND NORA F. HOHMAN, 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:

That portion of the following described property which lies Southerly, Southwesterly  
and Westerly of that certain 40 foot roadway as described in Easement given by  
D.T. Matthews, et ux dated June 10, 1977, recorded June 13, 1977 in Volume  
M77 at Page 10279, Microfilm Records of Klamath County, Oregon:

The NE1/4 of Section 13, Township 38 South, Range 8 E.W.M., Klamath County,  
Oregon.

Account No. 3808-01300-00500-000

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 and right of way  
for the sole purpose of locating, establishing, constructing and maintaining a subsurface  
sewage disposal drainfield line over the North 20 feet of a line running parallel to the South  
line of that certain road described in Volume M77 at Page 10279, Microfilm Records of Klamath  
County, Oregon, to a point on the legend described as 6 of Parcel 3 on Minor Land Partition  
51-82; thence the remaining portion of Parcel 3 lying East of a line extended South from the  
reference point 6 on the legend of Minor Land Partition 51-82 shall be the actual drainfield  
area. See attached Exhibit "B" made a part hereto being a reduced copy of the partition map.  
The First Party reserves the right to also use the drainfield area lying East of Legend (6)  
of Parcel 3 on the Minor Land Partition 51-82 as filed in the Klamath County Engineers Office.  
Said easement is appurtenant to the real property of the Second Party described in  
Exhibit "A" attached hereto and 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):

Joseph and Nora Hohman

P.O. Box 1514  
Klamath Falls, OR 97601

## 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/tile/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:

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.

Matthews Family Limited, a limited partnership

By- D. T. Matthews

By- Calif First Party  
STATE OF OREGON,  
County of Shasta

July 24, 1996 by Matthews Family  
Limited a limited partnership by

D. T. Matthews  
as partners

Notary Public for Oregon  
My commission expires June 6, 1997

Joseph M. Hohman  
Nora F. Hohman Second Party

STATE OF OREGON,  
County of Klamath

July 18, 1996 by Matthews Family  
and Nora F. Hohman and Joseph M. Hohman

Kristi L. Redd  
Notary Public for Oregon  
My commission expires 11/16/99



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A tract of land situate in the NW1/4 of the NE1/4 of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 3/8 inch iron rod in a mound of stone and on the Section line between Sections 12 and 13, from which the stone marking the 1/4 corner common to Sections 12 and 13 bears North 88 degrees 58' 56" West along said Section line, 671.61 feet; thence Easterly along said Section line, South 88 degrees 43' 15" East 69.63 feet to a point on the centerline of a 40 foot wide road easement as platted for Minor Land Partition Number 51-82; thence Southerly along said centerline the following courses and distances: (1) South 13 degrees 04' 50" East, 65.99 feet; (2) South 40 degrees 32' 19" East, 214.21 feet; (3) South 64 degrees 15' 00" East 201.43 feet; (4) South 32 degrees 45' 00" East, 158.47 feet; (5) South 18 degrees 40' 48" East 514.71 feet; (6) South 62 degrees 58' 12" East, 21.33 feet to a point on the 1/16 line being the East boundary of the NW1/4 of the NE1/4 of Section 13; thence leaving said centerline and continuing along said 1/16 line, South 0 degrees 03' 45" West 400.89 feet to a 3/4" pipe marking the NE 1/16 corner of Section 13; thence North 26 degrees 35' 02" West 1506.90 feet to the point of beginning.

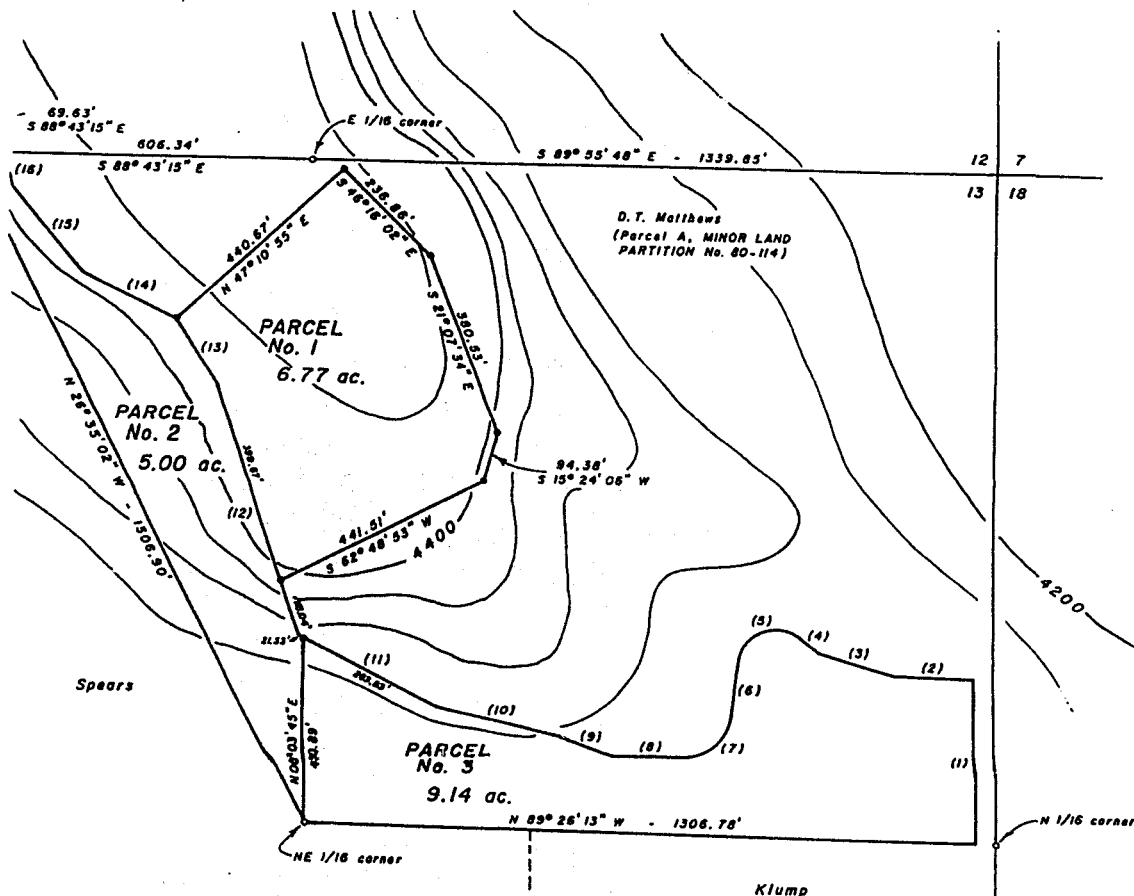
**Tax Account No. 3808-01300-00300-000**

EXHIBIT "B"  
FINAL PLAT

MINOR LAND PARTITION No. 51-82

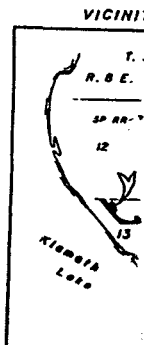
24083

In the N 1/2 of the NE 1/4 of Section 13, T.38 S., R.8 E., W.M.  
Klamath County, Oregon  
June, 1982



82.

○ - INDICATES 5/8" X 30" REBAR  
SET THIS SURVEY  
REFERENCE R.O.S. 3858 & 3679



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of AmeriTitle the 7th day of August A.D., 19 96, at 11:41 o'clock AM., and duly recorded in Vol. M96 of Deeds on Page 24080.

FEE \$45.00

Bernetha G Letsch, County Clerk

By Christy Russell