

32015

AGREEMENT FOR EASEMENT

Vol. 1997 Page 2682

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of JANUARY, 1997,  
by and between PHILLIP ALLEN RAND AND ALICE HOLBROOK RAND, husband and wife  
hereinafter called the first party, and TRUSTEE UNDER THE TERRY REVOCABLE TRUST OF 1990, DATED  
FEBRUARY 22, 1990, 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:

The South 198 feet of the North 358 feet of the S 1/2 of the NW 1/4 of the NE 1/4 of  
Section 23, Township 35 South, Range 6 East of the Willamette Meridian, 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

A 12 foot wide access easement, situated in the S 1/2 NW 1/4 NE 1/4 of Section 23,  
Township 35 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon,  
the centerline of which is described on Exhibit "A" attached hereto and made a part  
hereof.

Said Easement is for the benefit of and shall run with the following described land:

The NE 1/4 NW 1/4 NE 1/4, the North 160 feet of S 1/2 NW 1/4 NE 1/4 in Section 23,  
Township 35 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Phillip Allen Rand &amp; Alice Holbrook Rand

31947 Rocky Point Road  
Klamath Falls Oregon 97601

AND

William Burks Terry, Trustee of  
the Terry Revocable Trust of 1990Rt 2 Box 109K Lopez Island  
WA 98161

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

L. Frank Goodson

6646 Homedale Road

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/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

By \_\_\_\_\_ TITLE \_\_\_\_\_  
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 Exhibit "A" 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 6 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.

Phillip Allen Rand  
Phillip Allen Rand

Alice Holbrook Rand  
Alice Holbrook Rand

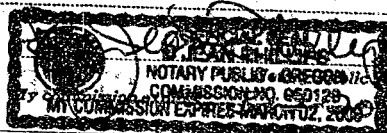
First Party

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on January 15, 1997, by Phillip Allen Rand and Alice Holbrook Rand of \_\_\_\_\_



Oregon

William Burks Terry  
William Burks Terry, Trustee under the Terry Revocable Trust

Second Party

STATE OF ~~OREGON~~ CALIFORNIA

County of CONTRA COSTA

ss.

This instrument was acknowledged before me on JANUARY 13, 1997, by William Burks Terry as Trustee of The Terry Revocable Trust of 1990



MARY C. MILLER  
COMM. #1008435  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF CONTRA COSTA  
My Comm. Expires Nov. 7, 1997

Notary Public for California  
7-97 Calif.

Beginning at a point on the South line of the South 198 feet of the North 358 feet of the S 1/2 NW 1/4 NE 1/4 of said Section 23, from which the C-W-W-NE 1/256 corner of said Section 23 bears N 87 degrees 56' 37" West, 6.00 feet and S 00 degrees 18' 32" East, 313.63 feet; thence along the arc of a curve to the left (radius point bears S 89 degrees 41' 28" West, 298.31 feet and central angle equals 37 degrees 06' 27") 193.20 feet; thence N 37 degrees 24' 59" West, 26.8 feet, more or less to the North line of the South 198 feet of the North 358 feet of the said S 1/2 NW 1/4 NE 1/4 of said Section 23, with bearings based on record of survey 4469 as recorded at the office of the Klamath County Surveyor.

Unofficial Copy

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 29th day  
of January A.D., 1997 at 3:53 o'clock P. M., and duly recorded in Vol. M97  
of Deeds on Page 2682

FEE \$35.00

by Bernetha G. Letsch, County Clerk  
Kathleen Ross