

1998-04-17
55633
FORM No. 926 - GENERAL EASEMENT

55633

AGREEMENT FOR EASEMENT Vol. M98 Page 10543

THIS AGREEMENT, Made and entered into this 17 day of March, 1998,
by and between Walter W. Fotheringham
hereinafter called the first party, and SEE BELOW
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:

SE1/4 of Section 4, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion of said tract lying Northeasterly of a line described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 41 South, Range 10 East of the Willamette Meridian, the point of beginning of said described line; thence Westerly along the 1/16 Section line, 660 feet, more or less, to a point on the 1/16 Section line 660 feet South of the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, terminating said line.

*Rogue Aggregates, Inc. an Oregon Corporation as Lessee under certain lease agreement recorded under M84,844 records of Klamath County, 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 over the now existing gravel roadway

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Walter W. Fotheringham

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/instrument/microfilm/reception No. _____, Record of _____ of said county.

Witness my hand and seal of _____ County affixed:
By _____, Deputy

After recording return to (Name, Address, Zip):
First American Title Ins. Co.

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TORAY

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 15 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 0% and the second party being responsible for 100%. (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.

OFFICIAL SEAL
BEVERLY A. MOORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 308897
MY COMMISSION EXPIRES FEB. 01, 2002

Walter W. Fotheringham
Second Party

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on March 31, 1998, by Walter W. Fotheringham as 1st Party of Real Estate
Beverly A. Moore
Notary Public for Oregon
My commission expires 2/1/02

STATE OF OREGON,
County of _____ }
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Notary Public for Oregon
My commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Frank Wallace the 1st day of April, A.D. 1998 at 1:04 o'clock P. M., and duly recorded in Vol. M98 of Deeds on Page 10543

FEE \$35.00
1.00 copy
By Bernetha G. Rosch County Clerk
Kathleen Ross