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AGREEMENT FOR EASEMENT Vol. m98 Page 13684

THIS AGREEMENT, Made and entered into this 23 day of April, 1998,  
by and between Merrie L. Schrott  
hereinafter called the first party, and Thomas R. Sterling & Nina K. Sterling  
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:

Govt. Lot 5 located in Sec. 31, T. 23S, R 11E., W.M., Klamath County, Oregon

FOR THE BENEFIT OF TAX ACCOUNT # 2310 36A0 700

## LEGAL DESCRIPTION:

The SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said 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 for ingress & egress, lying in govt. Lot 5, Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline: Commencing at the West One-Quarter Corner of said Section 31, being a 2.5" Aluminum cap; thence North 01 Degree 04' 49" East along the West line of said Section 31 a distance of 15 feet to the true Point of Beginning of this description; thence leaving said section line & running Easterly along a line 15.00 feet northerly of & parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00'00" East 32.00 feet; thence North 79 Degrees 00'00" East 124.00 feet; thence North 26 Degrees 00'00" East 70 feet; thence North 31 Degrees 00'00" East 130.00 Feet; thence North 26 Degrees 00'00" East 65 feet, more or less, to a point on the westerly Right of Way line of the Fremont Highway [ US Hwy 31 ] and there terminating.

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

The second party shall have all rights of ingress and egress to and from said 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 Forever, always subject, however, to the following specific conditions, restrictions and considerations:

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

See Attached

and second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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 .....100.%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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 as well.

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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated April 19, 1998

Merrie L. Schrott

Thomas R. Sterling

Nina K. Sterling

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on April 24, 1998,

by Cheryl Ann Morgan

This instrument was acknowledged before me on ..... 19.....

by ..... as of .....



My commission expires 1-22-00

# AGREEMENT FOR EASEMENT BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

THOMAS & NINA STERLING  
PO Box 1260  
LA PINE, OR 97739

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 ..... NAME ..... TITLE ..... Deputy



## Attachment

An easement for ingress and egress, lying in Government Lot 5, Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline: commencing at the West One-quarter Corner of said Section 31, being a 2.5" Aluminum Cap; thence North 01 Degree 04' 49" East along the West line of said Section 31 a distance of 15 feet to the True Point of Beginning of this description; thence leaving said section line and running Easterly along a line 15.00 feet northerly of and parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00'00" East 32 feet; thence North 79 Degrees 00'00" East 124.00 feet; thence North 26 Degrees 00'00" East 70 feet; thence North 31 Degrees 00'00" East 130.00 feet; thence North 26 Degrees 00'00" East 65 feet, more or less, to a point on the westerly Right of Way line of the Fremont Highway [ US Hwy 31 ] and there terminating.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Thomas Sterling the 24th day  
of April A.D., 19 98 at 2:21 o'clock P. M., and duly recorded in Vol. M98  
of Deeds on Page 13684.

FEE \$40.00

By Bernetha G. Letsch, County Clerk  
Kathleen Rose