

61712

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 7th day of July, 19 98,  
by and between LYNN L. HESCOCK AND ROEY A. HESCOCK,  
hereinafter called the first party, and TAYLOR DAY,  
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:

Parcel 1 of MINOR PARTITION 28-87, as filed in the Klamath County Surveyors Office,  
and being more particularly described as follows:

Beginning at a 1 inch iron pipe at the Northeast corner of Government Lot 24 situated in  
Section 16, Township 35 South, Range 7 E.W.M., Klamath County, Oregon, said point  
also being the center 1/4 corner of Section 16; thence South 00 degrees 06' 10" East  
661.13 feet to a 5/8 inch iron pin at the Southeast corner of said Government Lot 24;  
thence South 89 degrees 42' 46" West 687.54 feet to a 5/8 inch iron pin on the Easterly  
right of way line of State Highway 62; thence North 29 degrees 03' 51" West along  
said right of way line 752.67 feet to a 5/8 inch iron pin at the North line of said  
Government Lot 24; thence North 89 degrees 38' 11" East 1052.00 feet to the point of  
beginning.

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 30 feet in width  
over and across the above described parcel beginning at the The Oregon State Highway  
Application Permit no. 32146 point of entry, thence approximately 100 feet; thence  
Southerly to the North line of said Parcel 2 of MINOR PARTITION 28-87 as filed in the  
Klamath County Surveyors Office and being more particularly described in Exhibit "A"  
attached hereto and made a part hereof. There shall be no restrictions on said easement  
as to the use of the easement whether it be used for commercial or residential and  
shall not be limited to a single family dwelling. The first party shall maintain the  
easement as it comes off of the State Highway 62 into the first party parcel and the second  
party will maintain the easement as it travels Southerly to the Second Party parcel.  
(The State Highway Permit is attached hereto as Exhibit "B")

(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):

Taylor Day  
38380 Modoc Point Rd  
Chiloquin, Oreg  
97624

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.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy

JUL -8 P1:55

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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:

No restrictions.

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 "C" as an approximate location of said easement.

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.) \*\* First Party to maintain said easement as it comes off State Highway 62 into First Party Parcel and Second Party shall maintain only where easement goes Southerly into Second Party Parcel.

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.

Lynn L. Hescock  
Lynn L. Hescock  
Robyn A. Hescock  
Robyn A. Hescock  
First Party

Taylor Day  
Taylor Day  
Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

JULY 7, 1998, 19\_\_\_\_, by Lynn L. Hescock

and Robyn A. Hescock to be their

xx voluntary act and deed.

My commission expires

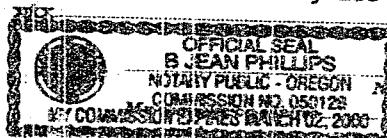
STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

July 7, 1998, 19\_\_\_\_, by Taylor

Day as his voluntary act and deed



B. Jean Phillips  
B. Jean Phillips  
Notary Public for Oregon  
3-2-2000

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

PARCEL 2 of Minor Partition 28-87 as filed in the Klamath County Clerks Office being more particularly described as follows:

Beginning at a 1 inch iron pipe at the Northeast corner of Government Lot 24 situated in Section 16, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, said point also being the center 1/4 corner of Section 16; thence South 00 degrees 06'10" East 661.13 feet to a 5/8 inch iron pin at the Southeast corner of said Government Lot 24; thence South 89 degrees 42'46" West 687.54 feet to a 5/8 inch iron pin on the Easterly right of way line of State Highway 62; thence South 29 degrees 03'51" East 692.73 feet more or less to a 3/4 inch iron pin; thence South 29 degrees 06'11" East 60.80 feet to a 5/8 inch iron pin on the South line of Government Lot 27; thence North 89 degrees 49'56" East 322.63 feet to the Southeast corner of Government Lot 27, said point marked by a 5/8 inch iron pin; thence North 00 degrees 06'10" West 661.12 feet to the point of beginning being based on Minor Partition 28-87.