

61713

AGREEMENT FOR EASEMENT

Vol. m98 Page 24146

THIS AGREEMENT, Made and entered into this 7th day of July, 1998,
by and between TAYLOR DAY
hereinafter called the first party, and LYNN L. HESCOCK AND ROBIN A. HESCOCK, 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:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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 for all public utilities being approximately located as shown on the attached map marked Exhibit "B" and made a part hereof. The width of the easement shall be 8 feet wide and is over and across the Easterly portion of said Exhibit "A" parcel and shall be appurtenant to Parcel 1 of Minor Partition 28-87 being more particularly described in Exhibit "C" attached hereto and made a part hereof. Said utilities are in place and in existence over and across said Parcel 2 of Minor Partition 28-87.

The first party reserves the right to move the utility easement, at his expense, should the easement have an adverse effect on any future development or project.

(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
038320 Modoc Point Rd
Chiloquin Oregon
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/teel/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.

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:

The First Party reserves the right to move the utility easement, at his expense, should the easement have an adverse effect on any future development or project.

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 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 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 of _____ first hereinabove written.

Taylor Day
Taylor Day

First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

July 7, 1998, by Taylor Day

as his voluntary act and deed.

[Signature]
Notary Public for Oregon

My commission expires 3-2-2000

Lynn L. Hescock
Lynn L. Hescock
Robyn A. Hescock
Robyn A. Hescock

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 as their voluntary
act and deed.

[Signature]
Notary Public for Oregon

My commission expires 12/20/98

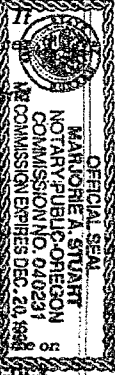
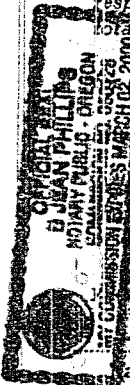


EXHIBIT "A"
LEGAL DESCRIPTION

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.

MINOR PARTITION 28-87

24149

EXHIBIT "E" 60V LOTS 24 & 27 1/2" SEC. 16, T35S R7E, W1N,
ELK HART CO, ORG.

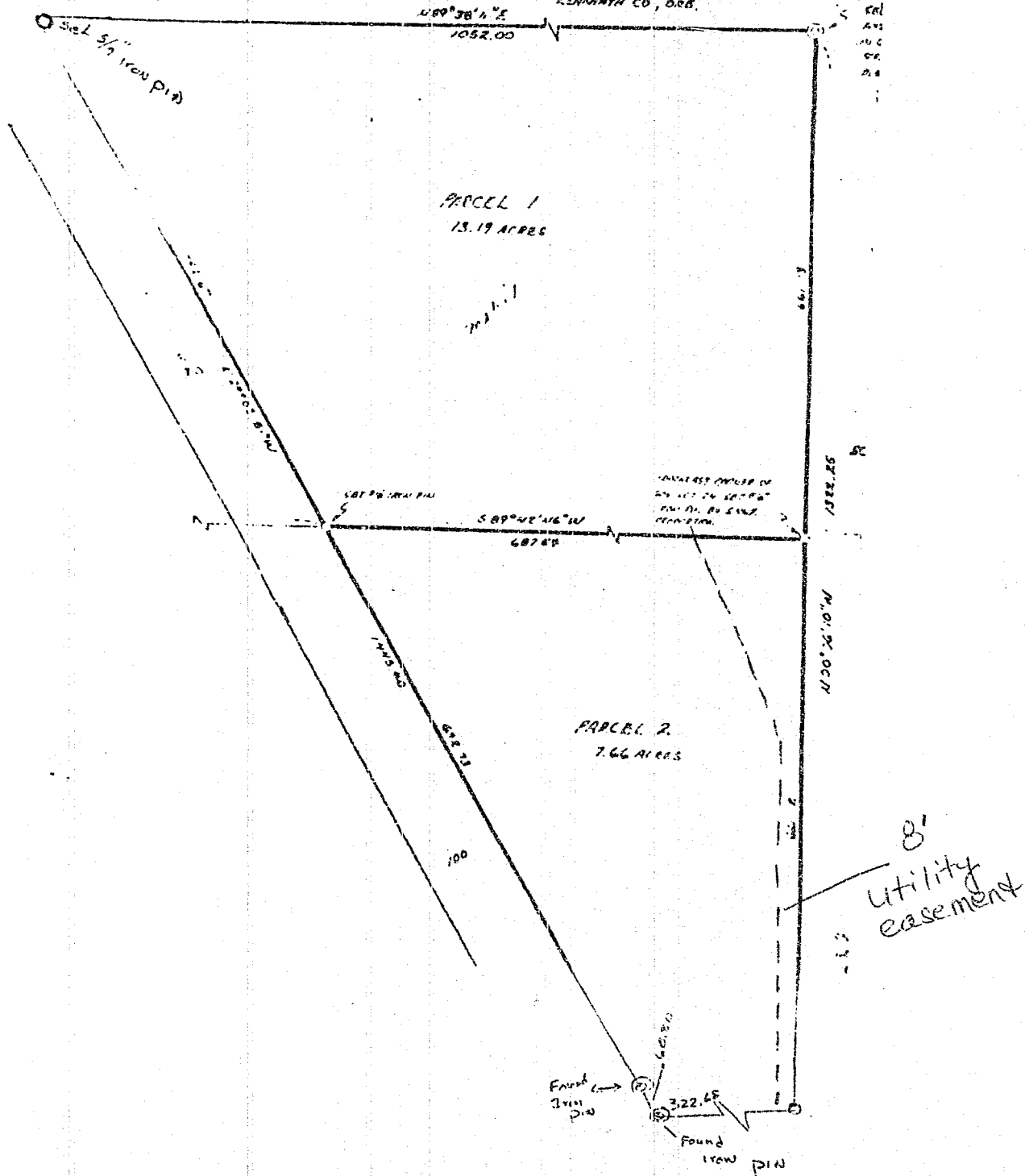


EXHIBIT "C"
LEGAL DESCRIPTION

PARCEL 1 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 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri title the 8th day
of July A.D., 19 98 at 1:55 o'clock P. M. and duly recorded in Vol. M98
of Deeds on Page 24146.

FEE \$50.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross