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AGREEMENT FOR EASEMENTVol. 198 Page 30644

THIS AGREEMENT, Made and entered into this 19th day of AUGUST, 1998,
by and between DONALD R. GRUENER AND SUSAN E. GRUENER
hereinafter called the first party, and MILLER HILL WEST HOMEOWNERS ASSOCIATION
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 SW1/4 SW1/4 OF SECTION 28, T39S, R9EW, 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

SEE ATTACHED EXHIBIT "A"

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

DONALD R. GRUENER
SUSAN E. GRUENER

AND

MILLER HILL WEST HOMEOWNERS
ASSOCIATION

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

TRU-LINE SURVEYING, INC
2333 SUMMERS LANE
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/title/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By _____, Deputy

40
40
150

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 ----- 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, us 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.

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on

AUGUST 19, 1998, by DONALD &

SUSAN GRUENER as

of

Sandra L. Ensor
Notary Public for Oregon
My commission expires 12/8/2000

OFFICIAL SEAL
SANDRA L. ENSOR
NOTARY PUBLIC - STATE OF OREGON,
COMMISSION NO. 080037
MY COMMISSION EXPIRES 08/08/2000

Second Party

This instrument was acknowledged before me on

AUGUST 19, 1998, by DONALD

G. GRUENER as TRUSTEE

of MILLER HILL WEST HOMEOWNERS ASSOC.

Sandra L. Ensor
Notary Public for Oregon
My commission expires 12/8/2000

Owner
Dennis A. Ensor, L.S. W.P.E.

30646

TRU SURVEYING, INC. LINE
TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

AUGUST 12, 1996

**LEGAL DESCRIPTION OF A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT
FOR ACCESS (AND PUBLIC UTILITIES) TO LAND PARTITION 52-96**

A 30 FOOT WIDE STRIP OF LAND SITUATED IN THE SW1/4 SW1/4 OF
SECTION 28, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, BEING THE INTERSECTION OF THE EASTERLY
RIGHT OF WAY LINE OF TINGLEY LANE AND THE WESTERLY RIGHT OF WAY
LINE OF THE USBR C-4-K LATERAL, FROM WHICH THE SOUTHWEST CORNER
OF SAID SECTION 28 BEARS N89°58'20"W 30.00 FEET AND S00°01'40"W
556.29 FEET; THENCE S00°01'40"W, ALONG SAID EASTERLY RIGHT OF WAY
LINE OF TINGLEY LANE, 30.01 FEET; THENCE N88°17'47"E 6.39 FEET TO
A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF THE USBR C-4-K
LATERAL; THENCE ALONG SAID WESTERLY LINE, ON THE ARC OF A CURVE
TO THE RIGHT (RADIUS POINT BEARS N72°09'24"E 151.42 FEET AND
CENTRAL ANGLE EQUALS 11°33'27") 30.54 FEET TO THE POINT OF
BEGINNING.

Dennis A. Ensor
DENNIS A. ENSOR OLS 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Tru-Line Surveying the 20th day
of August A.D., 19 98 at 10:44 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 30644
By Bernetha G. Leisch, County Clerk

FEE \$40.00
1.50 copy