

68161

Vol. 001 Page 38255

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of September, 19\_\_  
 by and between Henry and Gerald Wolff Ranch, Inc.,  
 hereinafter called the first party, and Robert Stewart  
 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:

A portion of Lot 21, and all of Lot 28, Section 29, Township 35 South, Range 7  
 E.W.M. and Lot 31 in Section 30, Township 35 South, Range 7 E.W.M.

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 ingress and  
 egress and utility purposes more particularly described on Exhibit A attached

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

— OVER —

## AGREEMENT FOR EASEMENT

BY/WITTH

Henry and Gerald Wolff Ranch

AND

Robert Stewart

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

Robert Stewart

1418 Westgate Dr  
 Falls OR 97140-3

C98-236

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.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
 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:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this day and year first hereinabove written.

FOR NEWSPAPER FOR EVIDENCE

38256

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, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

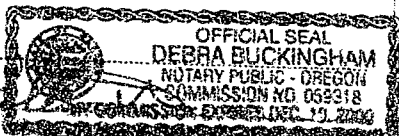
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (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.

Henry and Gerald Wolff Ranch, Inc.

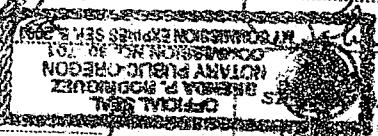
Robert Stewart

*Henry and Gerald Wolff Ranch, Inc.*  
First Party



STATE OF OREGON,

County of Tamath



Sept 11, 1998

This instrument was acknowledged before me on Sept 11, 1998, by Robert Stewart

*Robert Stewart*  
Notary Public for Oregon  
My commission expires 12-19-2000

*Debba Buckingham*  
Notary Public for Oregon  
My commission expires 12-19-2000

*Debba Buckingham*  
Notary Public for Oregon  
My commission expires 12-19-2000

## EASEMENT DESCRIPTION

An easement for ingress and egress over and across the following described real property:

Beginning at a point on the North line of Lot 21, Section 29, Township 35 South, Range 7 East, Willamette Meridian, and being N 89°48' E, 996.0 feet from the Northwest corner of said Lot 21; thence continuing N 89°48' E to the intersection of said North line of Lot 21 and the Westerly right of way line of the old Dalles-California Highway; thence Southerly along the Westerly right of way line of said Highway 50 feet to a point; thence S 89°48' W to the most Easterly line of the real property described in Volume 333 at Page 329 of Deed Records of Klamath County, Oregon; thence N 37°56' E to the point of beginning.

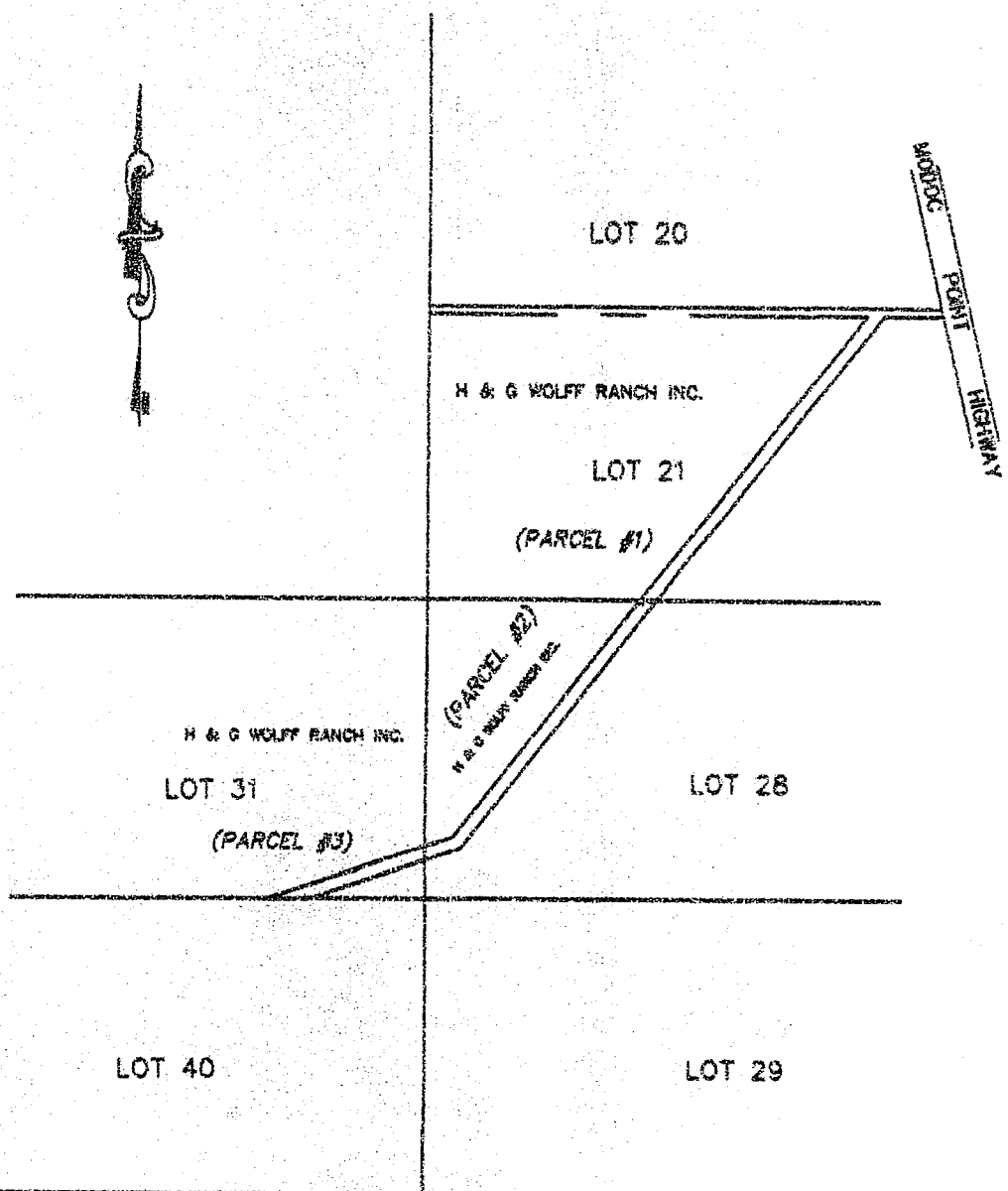
ALSO an easement for ingress and egress, 60 feet in width, over and across the following described parcels of real property:

PARCEL #1: The easterly 60.00 feet of that tract of land described in Volume 333 at Page 329 of Deed Records of Klamath County, Oregon, said 60.00 feet to be measured at right angles to the East boundary of said tract described in Volume 333 at Page 329.

PARCEL #2: The easterly 60.00 feet of that portion of Lot 28, Township 35 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, lying westerly of the westerly right of way line of the United States Bureau of Indian Affairs Irrigation Canal, said 60.00 feet to be measured at right angles to said westerly right of way line.

PARCEL #3: The easterly 60.00 feet of that portion of Lot 31, Township 35 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, lying westerly of the westerly right of way line of the United States Bureau of Indian Affairs Irrigation Canal, said 60.00 feet to be measured at right angles to said westerly right of way line.

# SKETCH MAP FOR ROADWAY EASEMENT



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 19th day  
of October A.D., 19 98 at 3:30 o'clock P.M., and duly recorded in Vol. M96  
of Deeds on Page 38255

FEE \$45.00

By Bernetha G. Letsch, County Clerk  
Ruthen Road

WITHDRAWN October 19, 1998

Document #68162

Page #38259

38260