

mtc 48928
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 5TH day of AUGUST, 1999,
 by and between HAROLD R. HEATON AND SALLY P. HEATON, INITIAL TRUSTEES OF THE HAROLD*
 hereinafter called the first party, and JACK W. MARKGRAF AND SHERRY MARKGRAF, 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:

*R. HEATON 1995 TRUST uti 9/13/95, and SALLY P. HEATON AND HAROLD R. HEATON INITIAL TRUSTEES
 OF THE SALLY P. HEATON 1995 TRUST uti 9/13/95*

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 unrestricted easement
 for ingress, egress and public utilities over and across the following described real
 property:

An unrestricted easement over a strip of land located in the SW1/4 of the SE1/4 of
 of Section 6, Township 39 South, Range 10, E.W.M., Klamath County, Oregon,
 more particularly described as follows:

Beginning at a point on the Westerly line of the SW1/4SE1/4 of Section 6, Township 39 South
 Range 10, E.W.M., from which the South 1/4 corner of said Section 6, bears South 00°20'20"
 East, 795.05 feet; thence N00°20'20" West, 85.05 feet; thence South 28°23'33" E. 265.01 feet;
 thence South 42°00'00" West, 42.46 feet; thence North 28°23'33" West, 204.20 feet to the
 point of beginning. Said easement is appurtenant to the real property described in attached

(Insert here a full description of the nature and type of the easement granted to the second party.) Exhibit "B" attached
 hereto and made a
 part hereof.

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
 FOR
 RECORDER'S USE

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

JACK W. MARKGRAF
 7245 Hilgard
 K. Falls, 97603

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

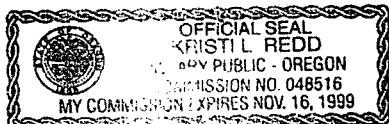
1999 AUG 11 AM 11:43

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:

SEE ATTACHED EXHIBIT "C" MADE A PART HEREOF

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 .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 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.

Trustess of the Harold R. Heaton 1995 Trust utra 9/13/95 and Trustees of the Sally P. Heaton

Harold R. Heaton Trust 1995 Trust utra 9/13/95

Harold R. Heaton, as Trustee

Sally P. Heaton, Trustee

Jack W. Markgraff

Jack W. Markgraff

Sherry Markgraff

Sherry Markgraff

STATE OF OREGON, }
County of Klamath } ss.

This instrument was acknowledged before me on
August, 1999, by Harold R.

Heaton and Sally P. Heaton, as Trustees

of The Harold R. Heaton 1995 Trust utra 9/13/95
and the Sally P. Heaton 1995 Trust utra
9/13/95 as their voluntary act and deed.

My commission expires

See seal above *

STATE OF OREGON, }
County of Klamath } ss.

This instrument was acknowledged before me on
August, 1999, by

Jack W. Markgraff and Sherry Markgraff

as their voluntary act and deed.

My commission expires

See seal above **

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the SW1/4 SE1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at the iron pin marking the quarter corner common to Sections 6 and 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, thence running North 0 degrees 21-3/4' West along the quarter section line a distance of 881.4 feet to an iron pipe from which the 1/16th corner bears North 0 degrees 21-3/4' West 448.6 feet; thence leaving said quarter section line, South 28 degrees 23-1/2' East 665.2 feet to an iron pipe; thence South 0 degrees 21-3/4' East parallel to the aforesaid quarter section line 291.4 feet, more or less, to an iron pipe on the North Boundary of the subdivision JUNCTION ACRES; thence South 89 degrees 07-1/2' West along said North Boundary of JUNCTION ACRES, a distance of 312.5 feet to the point of beginning.

EXHIBIT "B"

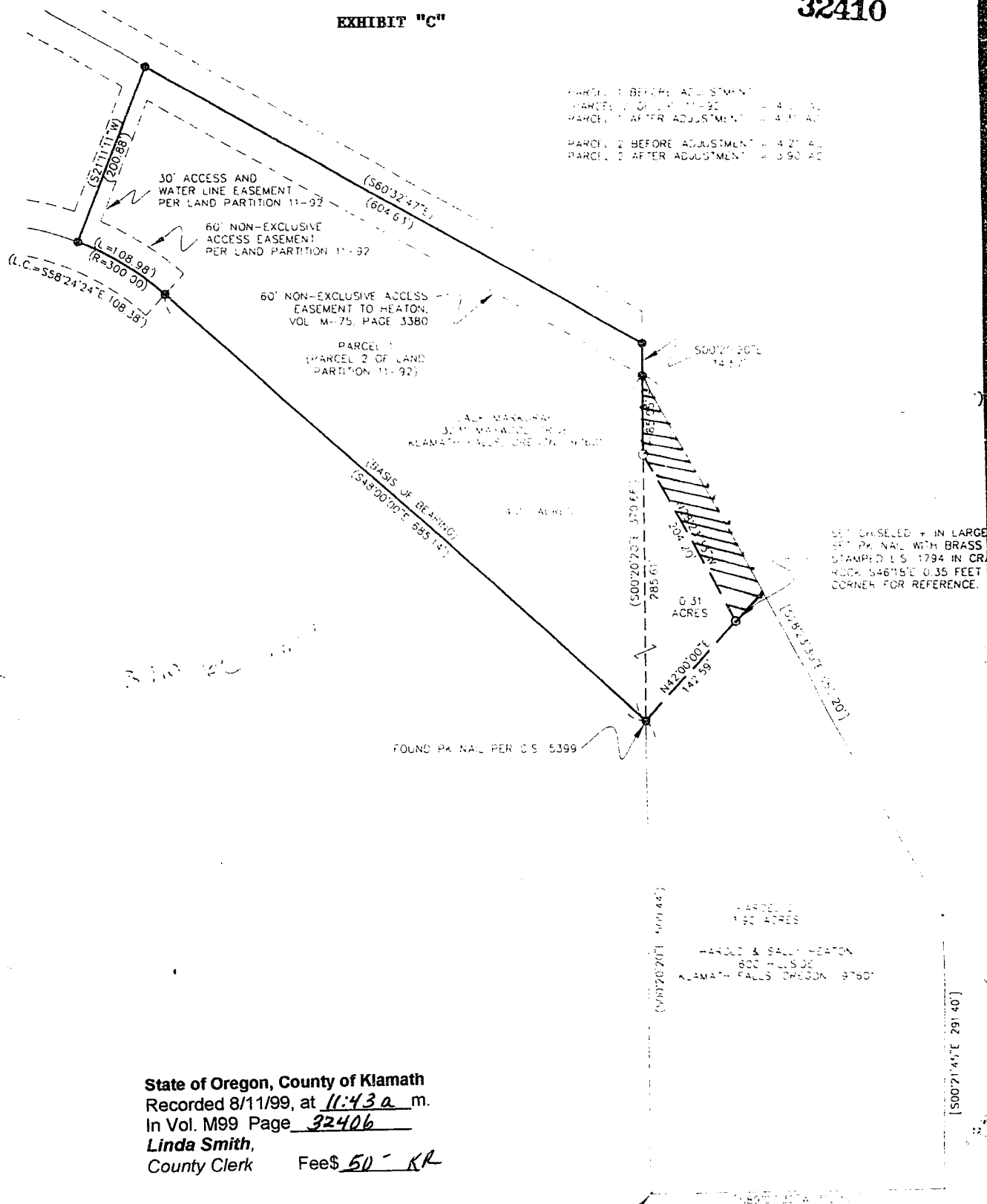
Parcel 2 of Land Partition 11-92, situated in the SW1/4 of Section 6 and the NE1/4 NW1/4 of Section 7, all in Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, as filed in the office of the County Clerk of Klamath County, Oregon.

ALSO,

A parcel of land located in the SW1/4SE1/4 of Section 6, Township 39 South, Range 10 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeasterly corner of Parcel 2 of Land Partition 11-92, from which the 1/4 corner common to Sections 6 and 7, Township 39 South, Range 10 E.W.M., bears South 00°20'20" East, 509.44 feet; thence North 00°20'20" West, 285.61 feet; thence South 28°23'33" East 204.20 feet; thence South 42°00'00" West, 142.59 feet to the point of beginning, with bearings based on Lot Line Adjustment 8-99 as filed in the Klamath County Engineers Office.

32410



State of Oregon, County of Klamath
Recorded 8/11/99, at 11:43 a m.
In Vol. M99 Page 32406
Linda Smith,
County Clerk Fee \$ 50 - KR