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mtc 48925  
**AGREEMENT FOR EASEMENT**

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THIS AGREEMENT, Made and entered into this 10th day of August, 1999,  
 by and between JACK W. MARKGRAF AND SHERRY MARKGRAF, husband and wife  
 hereinafter called the first party, and HAROLD R. HEATON AND SALLY P. HEATON, INITIAL TRUSTEES OF THE\*  
HEREIN, 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:  
\*HAROLD R. HEATON 1995 TRUST uta 9/13/95 and SALLY P. HEATON AND HAROLD R. HEATON AS Initial  
TRUSTEES OF THE SALLY P. HEATON 1995 TRUST uta 9/14/95\*

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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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 egress and public utilities over and across a parcel of land decribed as Exhibit "C" attached hereto and made a part hereof and appurtenant to the real property of the Second Party described in Exhibit "A" attached hereto and made a part hereof.  
 See map as attached Exhibit "D" made a part hereof.

(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):

Harold Heaton  
600 Hillside  
Klamath Falls OR 97601

STATE OF OREGON, } ss.  
 County of \_\_\_\_\_

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/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said county.

Witness my hand and seal of County affixed.

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

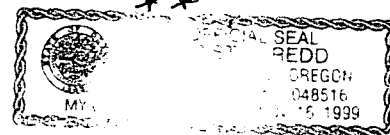
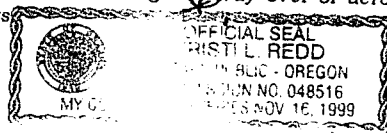
The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation 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:

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 .....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.

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

By Sherry Markgraf, Trustee  
Sherry Markgraf First Party Jack W. Markgraf Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on August 10, 1999, by Sherry Markgraf

and Jack W. Markgraf as their voluntary act and deed

Kristin L. Redd  
Notary Public for Oregon  
My commission expires 11/16/99  
See seal above. \*

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on August 10, 1999, by Harold R. Heaton and Sally P. Heaton as initial trustees of the Harold R. Heaton 1995 Trust utra 9/13/95 and Sally P. Heaton 1995 Trust utra 9/13/95

Kristin L. Redd  
Notary Public for Oregon  
My commission expires 11/16/99  
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.

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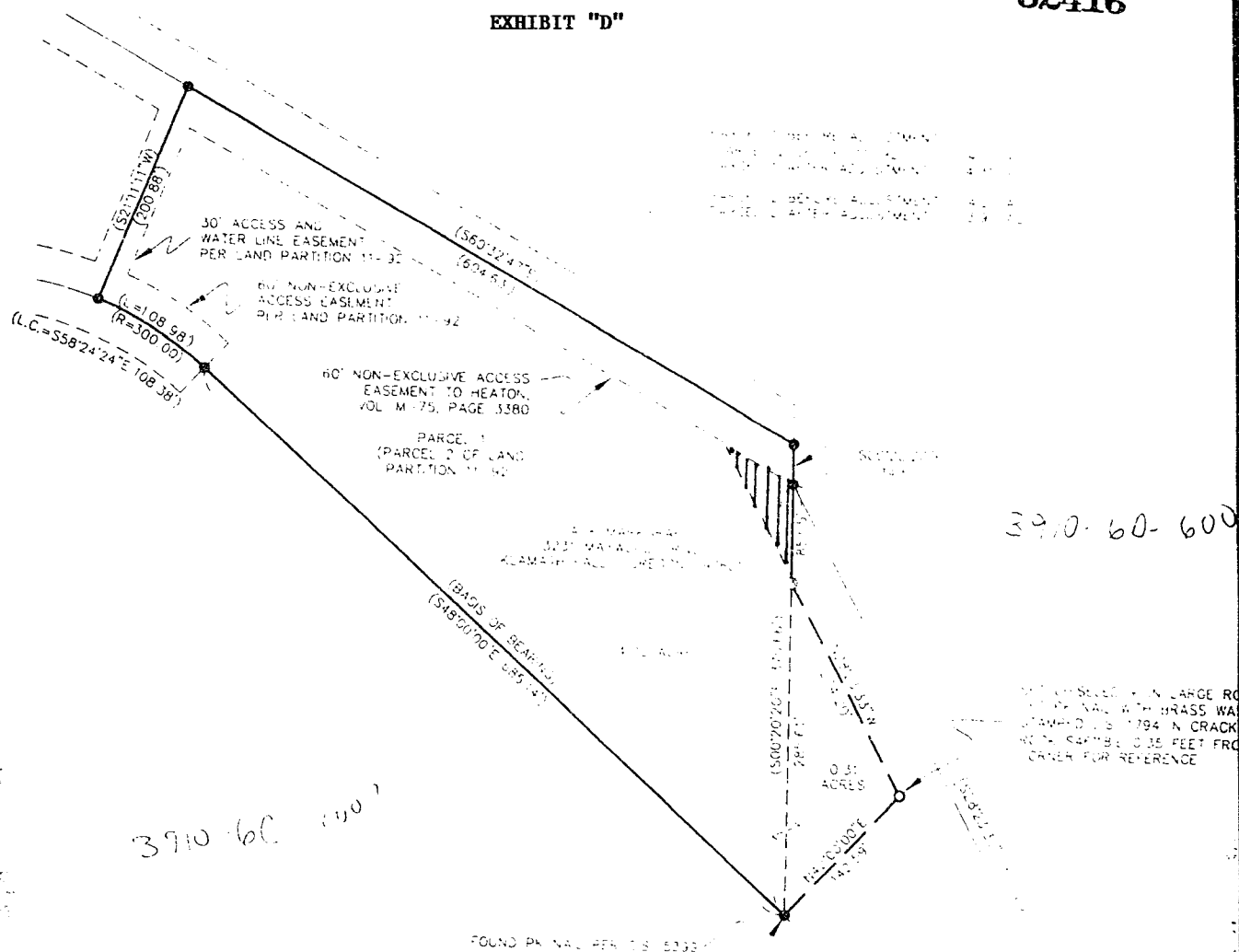
EXHIBIT "C"

EASEMENT DESCRIPTION  
MARKGRAF TO HEATON

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

Beginning at a point on the east line of the SE1/4 SW1/4 of Section 6, T.39S., R.10E., W.M., from which the South ¼ corner of said Section 6 bears S00°20'20"E 795.05 feet; thence N28°23'33"W 138.69 feet; thence S60°32'47"E 75.16 feet; thence S00°20'20"E 85.05 feet to the point of beginning.

ACE #1407-04  
8-5-99



State of Oregon, County of Klamath  
Recorded 8/11/99, at 11:43 a. m.  
In Vol. M99 Page 32411  
**Linda Smith,**  
County Clerk Fee \$ 55 *M*

Fee\$ 55 KK