

ONBE

200 MAY 12 PM 4:01

AGREEMENT FOR EASEMENT

Vol MOO Page 17440

THIS AGREEMENT, Made and entered into this day of, 19.....,
by and between DARYL J. & MARTA KOLLMAN
hereinafter called the first party, and DANOC CORP.
....., 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:

PARCEL 1

THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 38, RANGE 9
EAST OF WILLAMETTE MERIDAN, KLAMATH COUNTY, OREGON. EXCEPTING
THEREFROM THAT PORTION LYING WITHIN TRACT NO. 1174, COLLEGE
INDUSTRIAL PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ALSO SAVING AND EXCEPTING THAT PORTION LYING WITHIN THE UHRMANN
ROAD, NORTHERN HEIGHTS BOULEVARD AND CENTURY DRIVE RIGHTS OF WAY.

and has the unrestricted right to grant the easement hereinafter described relative to said 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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party ,

A 60' EASEMENT FOR INGRESS AND EGRESS AS SHOWN IN EXHIBIT " A "
ATTACHED TO AND MADE A PART HEREOF. BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
FOR DESCRIPTION SEE EXHIBIT " B " ATTACHED TO AND MADE A PART
HERE OF

THIS MAY INCLUDE UTILITIES.

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

The second party shall have all rights of ingress and egress to and from said 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 de-
scribed 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 first party's said real estate, the center line of said easement is described as follows:

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SEE EXHIBIT " A "

and second party's right of way shall be parallel with said center line and not more than 30 feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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.)

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 as well.

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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated, 19.....

Marta C. Kellman

Daryl J. Kellman

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of Klamath) ss:

This instrument was acknowledged before me on April 27th, 2000,

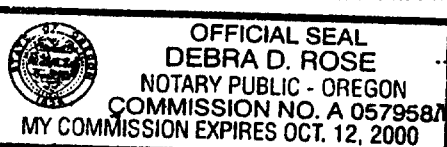
by

This instrument was acknowledged before me on, 19.....,

by

as

of



Debra D. Rose
Notary Public for Oregon
My commission expires Sept. 12, 2000

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

DANOC Corp.
5537 Sturdivant
K.F.O. 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/instrument/microfilm/reception No., Record of of said County.

Witness my hand and seal of County affixed.

By NAME TITLE
Deputy

EXHIBIT " A "

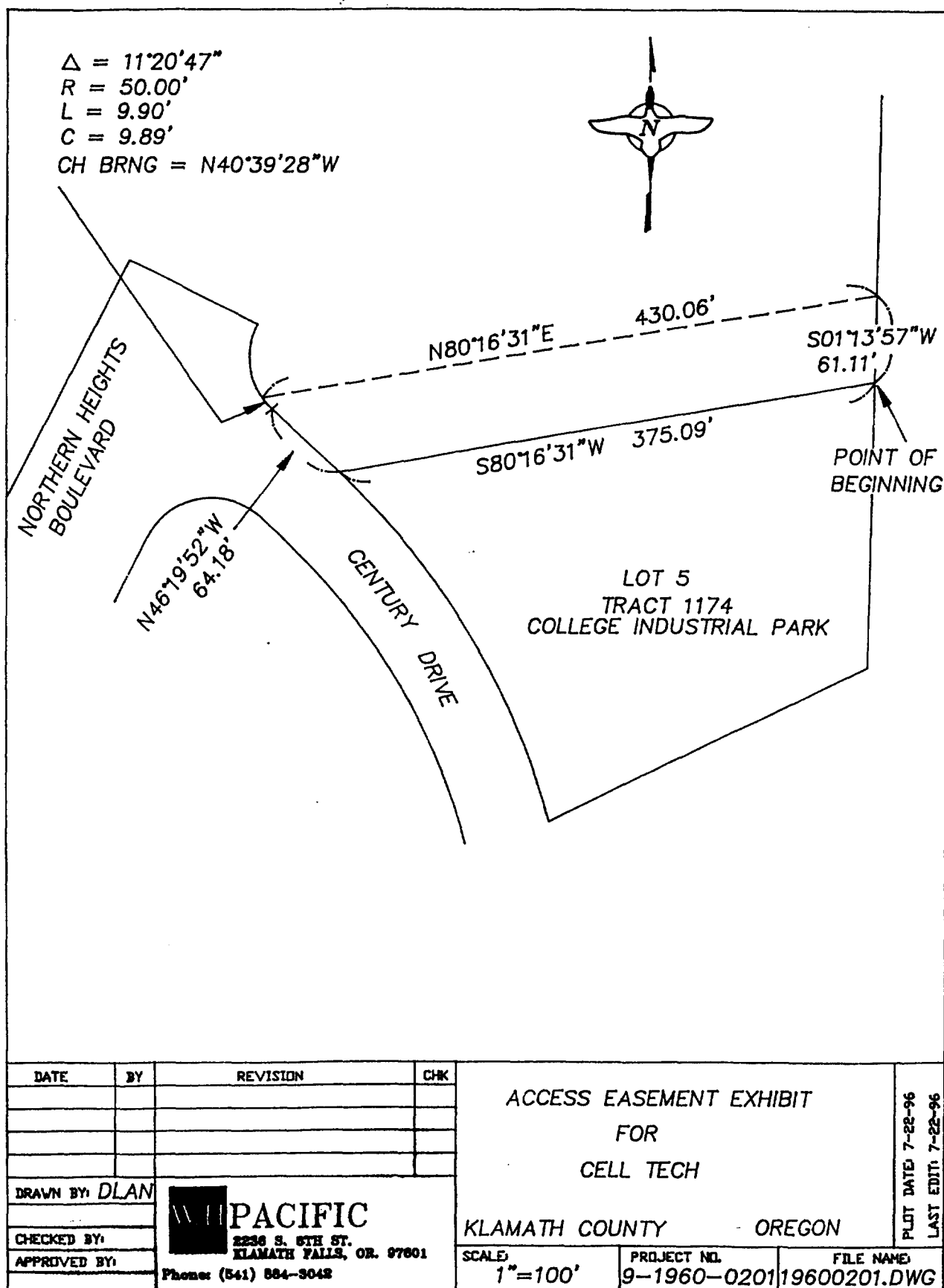


EXHIBIT " B "

A 60 FEET WIDE STRIP OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 SOUTH , RANGE 9 EAST , WILLAMETTE MERIDAN , KLAMATH COUNTY , OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 , TRACT 1174 COLLEGE INDUSTRIAL PARK, RECORDS OF KLAMATH COUNTY; THENCE ALONG THE NORTHERN LINE OF SAID LOT 5 SOUTH 80° 16' 31" WEST 375.09 FEET TO THE NORTHEASTERN RIGHT-OF-WAY LINE OF CENTURY DRIVE; THENCE ALONG SAID RIGHT-OF-WAY NORTH 46° 19' 52 " WEST 64.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 9.90 FEET ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 20' 47 " , HAVING A RADIUS OF 50.00 FEET, CHORD BEARING OF NORTH 40° 39' 28 " WEST 9.89 FEET ; THENCE NORTH 80° 16 ' 31" EAST, PARALLEL TO THE NORTHERN LINE OF SAID LOT 5, 430.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 ; THENCE ALONG SAID LINE SOUTH 1° 13' 57 " WEST 61.11 FEET TO THE POINT OF BEGINNING.

°°

CONTAINING 24,187 SQUARE FEET MORE OR LESS

State of Oregon, County of Klamath
Recorded 05/15/00, at 4:01 p m.
In Vol. M00 Page 17446
Linda Smith,
County Clerk Fee\$ 36⁰⁰