

05 FEB 11 PM 12:55

Vol M05 Page 09773

Amended easement - to replace easement located at

Volume M98 Page 24141

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 3rd day of February, 2005, by and between Lynn L. Hescock and Robyn A Hescock hereinafter called the first party, and Taylor Day 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 of MINOR PARTITION 28-87, as filed in the Klamath County Surveyors office and being more particularly described as follows:

Beginning at a 1 inch iron pipe at the Northeast corner of Government Lot 24 situated in Section 16, Township 35 South, Range 7 E.W.M., Klamath County, Oregon, said point also being the center 1/4 corner of Section 16: thence South 00 degrees 06' 10" East 661.13 feet to a 5/8 inch iron pin at the Southeast corner of said Government Lot 24; thence South 39 degrees 42' 46" West 687.54 feet to a 5/8 inch iron pin on the Easterly right of way line State Highway 62: thence North 29 degrees 03' 51" West along said right of way line 752.67 feet to a 5/8 inch iron pin at the North line of said Government Lot 24; thence North 89 degrees 38' 11" East 1052.00 feet to the point of beginning.

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

Lynn L. Hescock and Robyn A. Hescock and Taylor Day agree that the easement of Parcel 2 of MINOR PARTITION 28-87 be described as using the same access point but that the easement begins at the West or HWY 62 property line and is 30 feet wide and then goes South or adjacent and parallel to that West line and HWY 62 to the North property or Taylor Days line. At the point of development of South property the access from HWY 62 is jointly maintained by any/all parties using this access, and maintenance and building that easement to the South is the sole responsibility of the South property owners. There shall be no restrictions on said easement as to the use of the easement whether it to be used for commercial, residential, and shall not be limited to a single family dwelling. (Insert here a full description of the nature and type of the easement granted to the second party.)

See Addendum A-Attached State HWY 62 access permit #32146

AGREEMENT FOR EASEMENT

BETWEEN

Lynn L. Hescock and
Robyn A. Hescock

AND

Taylor Day

BPAC

REGD

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

Lynn L. Hescock
PO Box 1066
Chiloquin Or 97624

State of Oregon, County of Klamath
Recorded 02/11/05 12:55 P m
Vol M05 Pg 09773-75
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Returned to Counter

36

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:

Center line of easement to be located 15' from the northerly line of the State Highway Dept. easement line, adjacent to this property boundary.

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.

Robyn G. Hescock
Lynn L. Hescock
First Party

Taylor Day
Second Party


STATE OF OREGON,
County of Klamath }

This instrument was acknowledged before me on Feb. 4, 2005, by Robyn Hescock and Lynn Hescock

of  OFFICIAL SEAL
CARL ULLMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 36386
MY COMMISSION EXPIRES DEC. 23, 2006
Notary Public for Oregon
My commission expires Dec 23, 2006

STATE OF OREGON,
County of KLAMATH }

This instrument was acknowledged before me on Feb. 4, 2005, by Taylor Day

of  OFFICIAL SEAL
CARL ULLMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 36386
MY COMMISSION EXPIRES DEC. 23, 2006
Notary Public for Oregon
My commission expires Dec 23, 2006

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

EXHIBIT "A"

24144 P. 01

PERMIT NUMBER

32146

HIGHWAY DIVISION

Crater Lake (OR 62)

SECTION NUMBER

22

C. JTY

Klamath

MILEPOST

103.382

DIS. MILEPOST STATION

1311+56.04

09774

SIDE OF HIGHWAY

☐ NORTH ☒ EAST

☐ SOUTH ☐ WEST

APPROACH TO DRIVE

Residence

WHERE ON NEAR LANDMARK

Chiloquin Hwy

AND Hwy 4 Jct.

HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS

5B-27-8

APPLICANT NAME AND ADDRESS

Lynn L. & Robyn Hascock

P.O. Box ~~3333~~ 1066

Klamath Falls, OR 97602

Chiloquin Dr. 97624

Phone 832-5875

783-2548

BOND REQUIRED

☒ YES ☐ NO

REFERENCE

OAR 734-51-155(N)

AMOUNT OF BOND HELD IN

\$ 100.00 Dist. 11

INSURANCE REQUIRED

☒ YES ☐ NO

REFERENCE

OAR 734-50-02-2

☒ ADMINISTRATIVE FEE

☐ TEMPORARY DEPOSIT

AMOUNT

\$50.00

CHECK NUMBER

0828

DISTRICT MAINTENANCE SUPERVISOR

X Rachelle Broden

DATE COMPLETE

11 July 90

REGION ENGINEER

X

DATE

7-19-90

UTILITY PERMIT SUPERVISOR

X

APPROVAL DATE

7-19-90

APPLICANT

X

Robyn L. Hascock

APPLICATION DATE

7-10-90

APPROACH ROAD COMPLETION DATE:

REFERENCE: OAR 734-51-155(N)

12 Dec 90

The applicant certifies that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. Within the jurisdiction of the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto, and the terms of the Oregon Administrative Code, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rules may be obtained from the District Maintenance Supervisor's Office. Issuance of permits on these forms is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permittee shall be issued and shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the applicable goals. (OAR 734-50-055)

SPECIAL PROVISIONS

1--If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE

X

TITLE

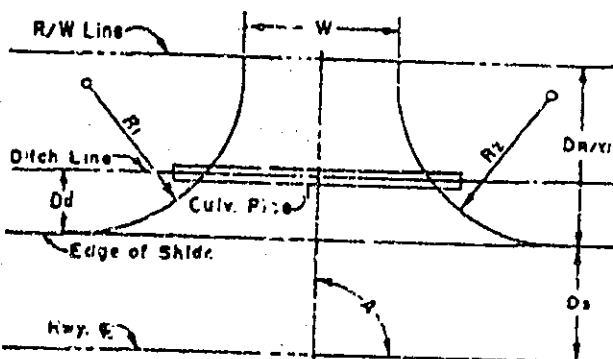
DATE

2--The applicant or his/her contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and for completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 883-5662

1/2 Sec 16, T35S, R7E WM Northeasterly of highway. Lots 24 & 27

field changes made in length of culvert and distance of pipe from edge of pavement. Prior ok given JUL 21 1990 W. Brown 12-6-90

TYPE 1 APPROACH ROAD — UNPAVED



PLAN

NOTE: All materials and workmanship shall conform with the current State of Oregon Standard Specification for Highway Construction.

W = 24	R ₁ = 20	R ₂ = 20	A = 90°
D ₁ = 13.7	D ₂ = 20	D ₃ = 45.3	
CULVERT PIPE REQUIRED?			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
TYPE			
Corrugated Metal Pipe			
DIAMETER (INCHES)		LENGTH (FEET)	
18"		50' 40'	
STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)	
	---	---	
STONE WEARING SURFACE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)	
	1"-0 Crushed	3"	

734-5001 (8-1-83)

SEE BACK OF APPLICATION

JUL 27-1990 09:39

98%

P. 01

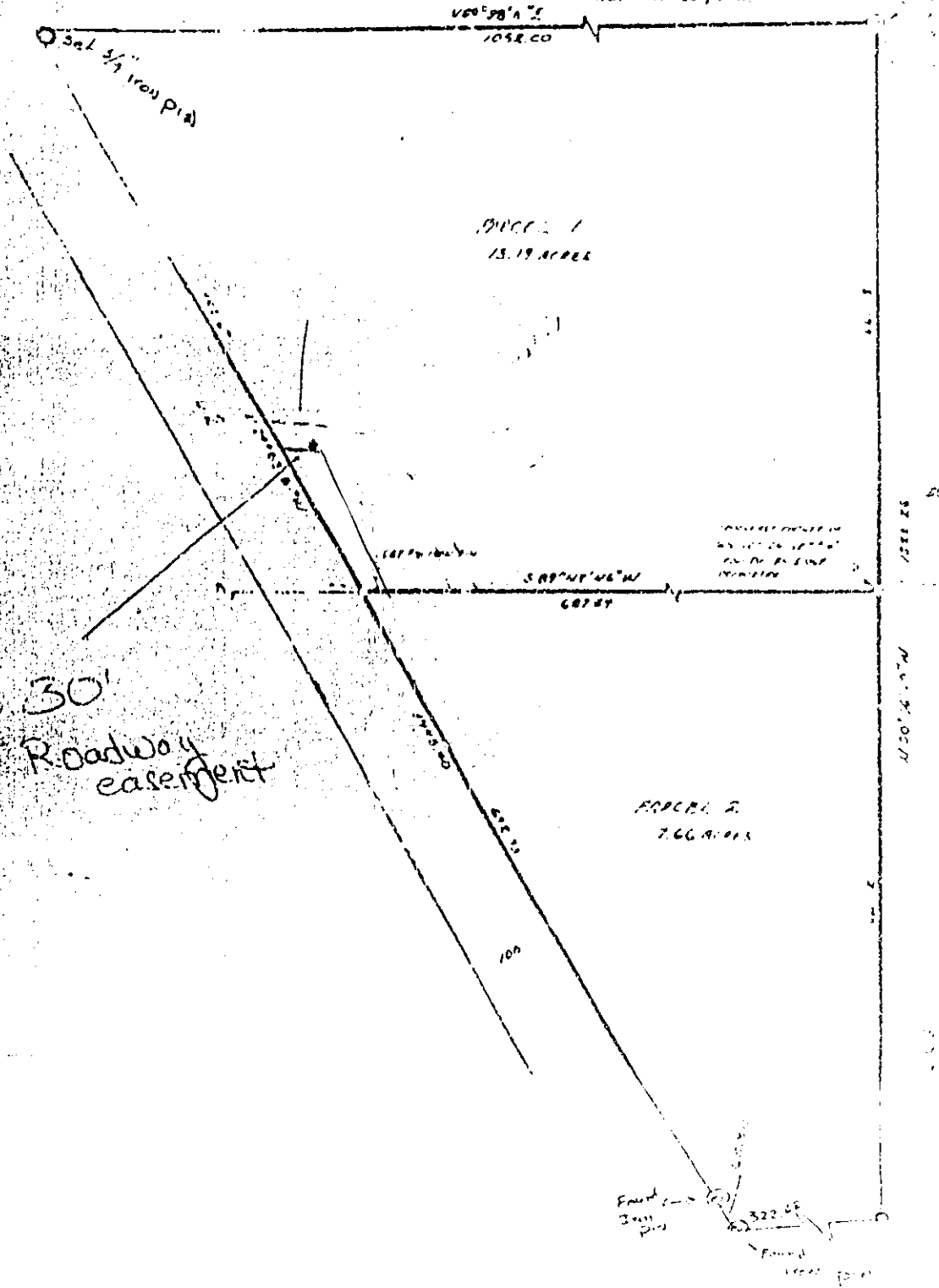
MINOR PARTITION 28-87

24145

EXHIBIT "C"

ACV LOTS 2 & 3 BY 1/4 SEC. 14 T35S R10E N1/4
KLAMATH CO., OR.

09775



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 8th day of July A.D. 19 98 at 1:55 o'clock P.M., and duly recorded in Vol. 993 of Deeds on Page 24141

FEF \$50.00

By Bernetha G. Lench, County Clerk