

2007-018742

Klamath County, Oregon



00034371200700187420080088

11/01/2007 08:34:30 AM

Fee: \$56.00

After recording, return to:

J. Alan Jensen  
Holland & Knight LLP  
2300 US Bancorp Tower  
111 SW Fifth Avenue  
Portland, OR 97204

---

**ASSIGNMENT OF EASEMENT**

**ASSIGNOR:** HAROLD R. HEATON and SALLY P. HEATON, INITIAL TRUSTEES OF THE 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

**ASSIGNEE:** HAROLD R. HEATON and SALLY P. HEATON, TRUSTEES OF THE HAROLD AND SALLY HEATON REVOCABLE TRUST u/a/d 1/31/2007.

1. On August 10, 1999, Assignors were granted a real property easement, which easement was recorded August 11, 1999 in Volume M99 at Page 32411 of the records of Klamath County, Oregon.

2. Assignment. Assignors assign to Assignees their entire respective interests in and to said easement, a copy of which is attached hereto as Exhibit "1".

3. Acceptance. Assignees accept this Assignment of Easement.

4. Effective Date. This Assignment of Easement will be effective as of September 20, 2007.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE

ASSIGNMENT OF EASEMENT- PAGE 1

ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, Assignors and Assignees have executed this Assignment of Easement as of the date first above stated.

**ASSIGNORS:**

HAROLD R. HEATON 1995 TRUST

By: Harold R. Heaton  
Harold R. Heaton, Initial Trustee

By: Sally P. Heaton  
Sally P. Heaton, Initial Trustee

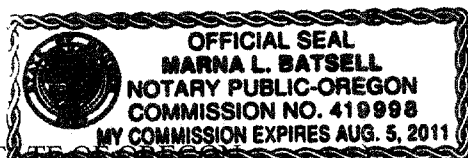
SALLY P. HEATON 1995 TRUST

By: Sally P. Heaton  
Sally P. Heaton, Initial Trustee

By: Harold R. Heaton  
Harold R. Heaton, Initial Trustee

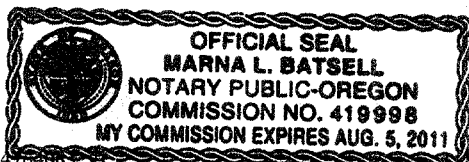
STATE OF OREGON )  
 ) ss.  
County of Clatsop )

This instrument was acknowledged before me on Oct 19, 2007 by HAROLD R. HEATON in his respective capacities as Initial Trustee of the Harold R. Heaton 1995 Trust, as Initial Trustee of the Sally P. Heaton 1995 Trust, and as Trustee of the Harold and Sally Heaton Revocable Trust.



STATE OF OREGON )  
 ) ss.  
County of Clatsop )

This instrument was acknowledged before me on October 19, 2007 by SALLY P. HEATON in her respective capacities as Initial Trustee of the Harold R. Heaton 1995 Trust, as Initial Trustee of the Sally P. Heaton 1995 Trust, and as Trustee of the Harold and Sally Heaton Revocable Trust.



# 4164683-11

ASSIGNMENT OF EASEMENT- PAGE 2

**ASSIGNEES:**

HAROLD AND SALLY HEATON REVOCABLE TRUST

By: Harold R. Heaton  
Harold R. Heaton, Trustee

By: Sally P. Heaton  
Sally P. Heaton, Trustee

Marna L. Batsell  
Notary Public for Oregon  
My Commission Expires: Aug 5, 2011

Marna L. Batsell  
Notary Public for Oregon  
My Commission Expires: Aug 5, 2011

NL

mtc 4/8928  
AGREEMENT FOR EASEMENT

Vol M99 Page

32411

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\*  
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

1999 AUG 11 AM 11:43

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 deccribed 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 USESTATE 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/tile/instru-  
ment/microfilm/reception No. ....,  
Record of .....  
of said county.

Witness my hand and seal of  
County affixed.

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

Harold Heaton  
600 Hillside  
Klamath Falls OR 97601

NAME TITLE  
By ....., Deputy

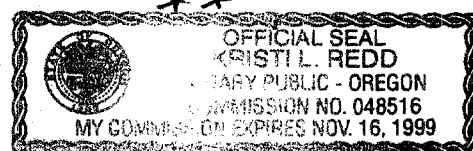
The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation 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 uta 9/13/95 and the Sally P. Heaton 1995 Trust uta 9/13/95

By Harold R. Heaton TRUSTEE, Trustee

By Sherry Markgraf First Party Jack W. Markgraf Second Party

By Sally P. Heaton Trustee, Trustee

STATE OF OREGON, }  
County of Klamath } ss.

STATE OF OREGON, }  
County of Klamath } ss.

This instrument was acknowledged before me on August 10, 1999, by Sherry Markgraf and Jack W. Markgraf as their voluntary act and deed.

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 uta 9/13/95 and the Sally P. Heaton 1995 Trust uta 9/13/95

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

See seal above \*

Kristi 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.

32415

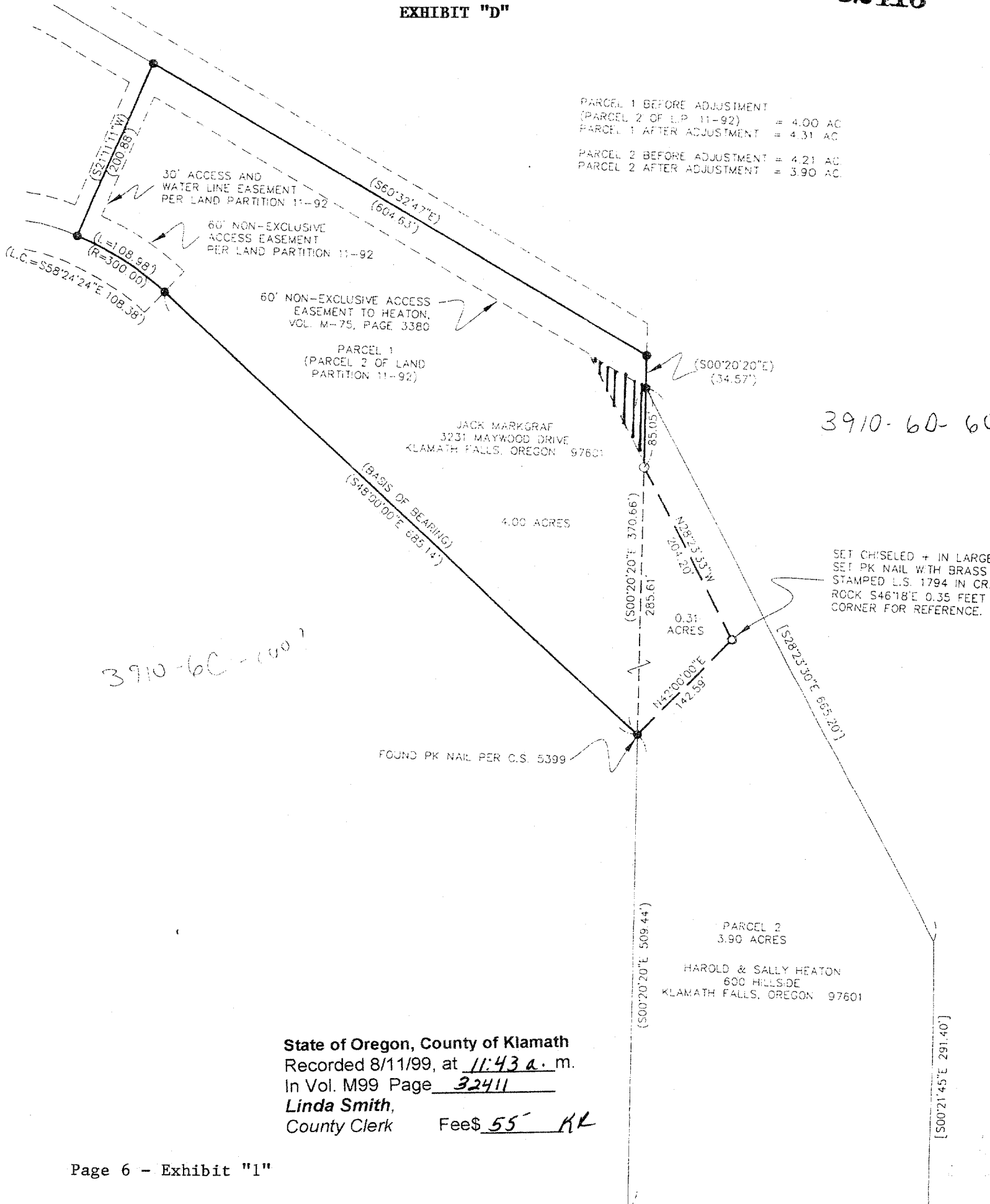
## EXHIBIT "C"

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 KK