

2007-021271

Klamath County, Oregon



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After Recording Return To:

12/21/2007 10:53:33 AM

Fee: \$36.00

Returned @ Counter

Randy Weaver
8348 N Wmpqua Hwy
Rsbz ore - 97470

1. Name(s) of the Transaction(s):

Agreement for EASEMENT

2. Direct Party (Grantor):

EDWARD ANSEL DORAN

3. Indirect Party (Grantee):

Randy S. Weaver

4. True and Actual Consideration Paid:

\$1,100

"Re recording to correct legal description
for the second party in 2007-02056"



12/11/2007 02:18:14 PM

Fee: \$26.00

AGREEMENT FOR EASEMENT

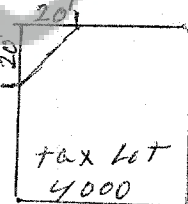
THIS AGREEMENT. Made and entered into this 11 day of December, 1907,
by and between EDWARD A. DORAY
hereinafter called the first party, and Randy Weaver
hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in
County, State of Oregon, to-wit:

SECTION 36. T24S R8E W M
tax lot 2408-36DC-4000

2nd party - A permanent EASEMENT Exclusive
Right-A-way for Road and Utilities - A 20 X 20 AREA
ON Northwest corner of said property
Lot one (1) Block Two (2) Riddle Acres Crescent
Oregon

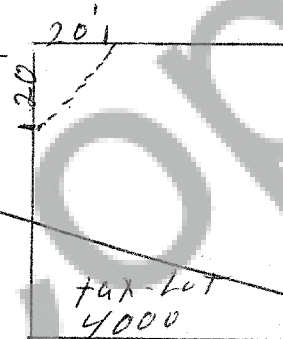


and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

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 acknowledged by the first party, they agree as follows:

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

~~2nd party - A permanent EASEMENT
Exclusive Right-A-way for Road
and Utilities - A 20 X 20 AREA
ON Northeast corner of said property~~



RS-w
EAD see EXHIBIT A FOR
Legal Description

(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 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 PERMANENT, 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:

NORTH WEST CORNER OF TAX LOT 4000

20 Feet FROM CORNER ON EACH SIDE OF CORNER

and second party's right of way shall be parallel with said center line and not more than 20 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 gram-

matical 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 12-11-192007

Randy J. Weaver

Edward A. Donato

SECOND PARTY

FIRST PARTY

STATE OF OREGON, County of Klamath

() ss.

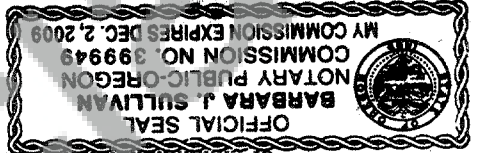
This instrument was acknowledged before me on 12-11-192007

by Edward A. Donato

This instrument was acknowledged before me on 12-11-192007

by Randy J. Weaver

as Second Party



Notary Public for Oregon
My commission expires 12-2-2009

Barbara J. Sullivan

STATE OF OREGON,

County of _____ ss.

I certify that the within instru-

ment 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/title/instru-

ment/microfilm/reception No. _____

Record of _____ of said County.

Witness my hand and seal of

County affixed.

NAME _____ TITLE _____

Randy J. Weaver
8348 N. Impugn Hwy
Roseburg OR 97470

AFTER RECORDING RETURN TO

AND

BETWEEN

FOR EASEMENT

RECORDERS USE

FOR

SPACE RESERVED

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the SE1/4 of the SW1/4 of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon:

Commencing at the Southeast corner of the SE1/4 of the SW1/4; thence North a distance of 300 feet along the Easterly line thereof; thence West on a line parallel to the South line of said Section a distance of 100 feet; thence South on a line parallel to the East line of said Section, a distance of 300 feet; thence Easterly along the South line of said Section, a distance of 100 feet to the point of beginning.

Unofficial
Copy