

2007-021271
Klamath County, Oregon



00037368200700212710040044

After Recording Return To:

12/21/2007 10:53:33 AM

Fee: \$36.00

Returned @ Counter

Randy Weaver
8348 N Wmpqua Hwy
RSby 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:

\$1,00

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

2007-020756

Klamath County, Oregon

00036760200700207560020027

12/11/2007 02:18:14 PM

Fee: \$26.00

AGREEMENT FOR EASEMENT

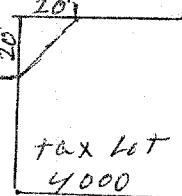
THIS AGREEMENT. Made and entered into this 11 day of December, 1907, by and between EDWARD A. DORAHY, hereinafter called the first party, and Randy Weaver, hereinafter called the second party;

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 20x20 area ON Northwest corner of said property Lot one (1) Block Two (2) Riddle Acres Crescent Oregon

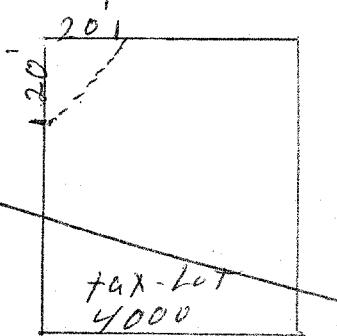


and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

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 20x20 area ON Northeast corner of said property~~



(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 ~~permanently~~, always subject, however, to the following specific conditions, restrictions and considerations:

NAME		TITLE	
<p style="text-align: right;">Residence of Randy J. Weaver Hwy 8348 N. Lampuga Hwy 97470</p> <p>Witness my hand and seal of County affixed.</p> <p>of said County.</p> <p>Record of ment/microfilm/recognition No. page or as fee/file/instru- in book/reel/volume No. at o'clock M., and recorded day of 19..... I certify that the within instru- ment was received for record on the County of ss.</p>			
STATE OF OREGON,		AFTER RECORDING RETURN TO	

STATE OF OREGON, County of <i>Klamath</i> , ss.		BETWEEN	
FOR EASEMENT			
<p>OFFICIAL SEAL NOTARY PUBLIC-OREGON COMMISSION NO. 399949 MY COMMISSION EXPIRES DEC. 2, 2009 Notary Public for Oregon <i>Randy J. Weaver</i></p> <p>My commission expires 12-2-2009</p> <p>This instrument was acknowledged before me on 12-11-19207 by <i>Elwood A. Darrow</i> This instrument was acknowledged before me on 12-11-19207 by <i>Elwood A. Darrow</i></p> <p>as See seal RWD by <i>Elwood A. Darrow</i></p>			
SECOND PARTY		FIRST PARTY	

Dated 12-11-19207

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

person duly authorized to do so by its board of directors.

the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other
matrical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If
in constructing 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
immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as
well.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the
parties last alternative is selected, the percentages allocated to each party should total 100%.

If the first party being responsible for % and the second party being responsible for
both parties, with the first party being responsible for % both parties share and share alike;

responsibility of (check one): the first party; the second party; both parties, share and share alike;

During the existence of this easement, its maintenance and the cost of said maintenance shall be the
distant from either side thereof.

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

20 feet from corner on each side of corner

North west corner of fax lot 4000
easement is described as follows:

If this easement is for a right of way over or across first party's said real estate, the center line of said

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.