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34609

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 11th day of September, 1991,
by and between Warren H. Byers
hereinafter called the first party, and Randy R. Scott and Susan J. Scott
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:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21 T39S R08E WM

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, their heirs and assigns, a non exclusive easement for the purpose of egress, ingress and utilities, for use in common with others over and across the following described property: Beginning at a point on the west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ where said west line intersects the northeasterly right-of-way line of Round Lake County Road; thence north along said west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the northwest corner thereof; thence east along the north line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1320 feet more or less to the northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence south along the east line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 60.0 feet; thence leaving said east line SE $\frac{1}{4}$ NE $\frac{1}{4}$, west, parallel to the north line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ but 60.0 feet southerly of said north line, a distance of 1260 feet more or less to a point 60.0 feet easterly of and 60.0 feet southerly of the northwest corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence south, parallel the the west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ but 60.0 feet easterly of said west line, to a point on the northeasterly right-of-way line of Round Lake County Road; thence northwesterly along said R.O.W. line to point of-

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

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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

The First Party hereby reserves the right to grant use of the above described property to others for use as egress and ingress and utilities including reserving the right to dedicate to the public for use as roadways and/or utilities.

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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:

N.A.

and second party's right of way shall be parallel with said center line and not more than N.A. 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 N.A. % 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 September 11, 19 91

Warren H. Byers
Warren H. Byers

Randy R. Scott
Randy R. Scott

Susan J. Scott
Susan J. Scott SECOND PARTY

FIRST PARTY
(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on September 11, 19 91, by Warren H. Byers

Nancy M. McNeill
Notary Public for Oregon

(SEAL) My commission expires: 6/8/92

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on September 12, 19 91, by

DEC RANDY R. SCOTT & SUSAN J. SCOTT

Kristin A. Redd
Notary Public for Oregon

My commission expires: 11/16/91

(SEAL)

AGREEMENT FOR EASEMENT BETWEEN

Warren H. Byers

AND

Randy R. Scott and Susan J. Scott

AFTER RECORDING RETURN TO

Randy R. & Susan J. Scott
2167 K. Ln
Klamath Falls, OR 97601

SPACE RESERVED FOR RECORDER & USE

33.00

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 13 day of Sept., 19 91 at 4:21 o'clock P.M., and recorded in book/reel/volume No. 491 on page 18559 or as fee/file/instrument/microfilm/reception No. 34609 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn Co Clerk
By *Dorothy M. ...* Deputy