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## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this FIRST day of APRIL, 1992,  
by and between Randy R. Scott and Susan J. Scott husband and wife  
hereinafter called the first party, and Randy R. Scott and Susan J. Scott husband & wife  
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 #3 of MINOR LAND PARTITION #NO. 42-91, situated in Section 22  
of Township 39 South, Range 8 East of the Willamette Meridian, Klamath  
County, Oregon, and filed in the office of the Klamath County Surveyor.

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 acknowl-  
edged 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 and egress, 60 feet in width more particularly described as  
follows:

Beginning at the N.W. Corner of the SW 1/4 of the NW 1/4 of Section  
22, Township 39 South, Range 8 East of the Willamette Meridian, Klamath  
County, Oregon; thence east along the North line of the S 1/2 of N 1/2 of  
the said section a distance of 3960 feet more or less to the NE corner of  
the SW 1/4 of the NE 1/4 of said section; thence South 60 feet; thence  
West parallel with the North line of the S 1/2 of N 1/2 of said section,  
3960 feet more or less to a point in the West line of said section; thence  
North along the West line of said section 60 feet more or less to the  
point of beginning.

(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 de-  
scribed 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: said easement is  
to be exclusively appurtenant to the N 1/2 of the NE 1/4 of said section  
and the S 1/2 of the NW 1/4 of the said section.

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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:

and second party's right of way shall be parallel with said center line and not more than ..... 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 100%. (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 April 1, 1992.

*Randy P. Smith*  
*Susan J. Smith*  
FIRST PARTY

*Randy P. Smith*  
*Susan J. Smith*  
SECOND PARTY

STATE OF OREGON, County of Klamath, ) ss.

This instrument was acknowledged before me on April 1, 1992.

This instrument was acknowledged before me on ....., 19....

*Helen Coleman*  
HELEN COLEMAN  
NOTARY PUBLIC-OREGON  
My Commission Expires 11-12-93

My commission expires ..... Notary Public for Oregon

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

AFTER RECORDING RETURN TO

S & S Surveying Inc.  
2261 S. 6th St. #4  
Klamath Falls, Or. 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$35.00  
copy 1.00

STATE OF OREGON,  
County of Klamath, ) ss.

I certify that the within instrument was received for record on the 1st day of April, 1992, at 12:50 o'clock P.M., and recorded in book/reel/volume No. M92 on page 6754 or as fee/file/instrument/microfilm/reception No. 42925, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By *Pauline Mullendore* Deputy