

91015

Agreement for Easement

Vol. 114 Page 34937

THIS AGREEMENT, Made and entered into this 29th day of October, 1994, by and between Robert M. Connelly and Christine D. Connelly hereinafter called the first party, and Mike M. Benedict and Sandra S. Benedict 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:

PLEASE SEE ATTACHED EXHIBIT "A"

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

a 60 foot easement for ingress and egress as shown on Survey Map No. 2579 as recorded in the Klamath County Surveyors office appurtenant to the real property of the second party, to wit:

PLEASE SEE ATTACHED EXHIBIT "B"

(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 USE

STATE 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 tee/file/instrument/microfilm/reception No. _____, Record of _____ of said county.

Witness my hand and seal of County affixed.

NAME TITLE
By _____, Deputy

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

Mrs. Mrs. Benedict
361 H Street
Brawley, Calif. 92227

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 _____%. (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.

Robert M. Connolly
Robert M. Connolly
Christine D. Connolly
Christine D. Connolly
First Party

STATE OF OREGON, } ss.
County of _____
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Notary Public for Oregon
My commission expires _____

Mike M. Benedict
Mike M. Benedict
Sandra S. Benedict
Sandra S. Benedict
Second Party

STATE OF OREGON, CALIFORNIA } ss.
County of IMPERIAL } ss.

This instrument was acknowledged before me on Oct. 24, 1994, by MIKE M. BENEDICT as _____ of SANDRA S. BENEDICT

J. Michael Cook
Notary Public for Oregon
My commission expires July 25, 1995

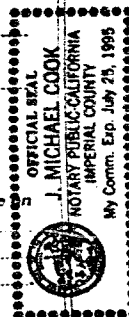


EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land which lies in the S1/2 of Section 20 and the E1/2 W1/2 and W1/2 E1/2 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

The SW1/4 SE1/4 and the SW1/4 of Section 20, and the E1/2 W1/2 and the W1/2 E1/2 of Section 29. All lying in Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM: the Northerly 580 feet of the NE1/4 SW1/4, that portion of land lying within the Klamath County Malin-Bonanza Road right-of-way, in said Section 20; that portion of land of Major Land Partition No. 13-71, as shown on Record of Survey No. 2579, which lies within the East half of the West half said of Section 29; the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of said Section 29.

EXHIBIT "B"

A tract of land situated in the SE 1/4 of the NW 1/4 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the said SE 1/4 of the NW 1/4, said point being South 89 degrees 58' 36" East 1319.48 feet and North 00 degrees 17' 46" East 115.59 feet from the West corner of said Section 29; thence North 00 degrees 17' 46" East along the West line of the SE 1/4 of the NW 1/4 75.72 feet; thence North 48 degrees 26' 22" East 972.11 feet; thence South 41 degrees 33' 38" East 128.54 feet; thence South 16 degrees 39' 40" East 365.11 feet; thence South 73 degrees 20' 20" West 957.96 feet to the point of beginning. TOGETHER WITH and subject to a 60 foot easement for ingress and egress as shown on Survey Map No. 2579 as recorded in Klamath County Surveyor's Office.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

34941

No. 5907

State of California

County of Imperial

On Oct. 24, 1994 before me, J. Michael Cook Notary Public

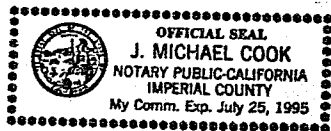
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mike M. Benedict & Sandra S. Benedict

NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. Michael Cook
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Easement
TITLE OR TYPE OF DOCUMENT

2
NUMBER OF PAGES

Oct. 24, 1994
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

34942
No. 5907

State of California

County of Solano

On October 31, 1994 before me, Marilyn R. Moore, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Robert M. Connelly and Christine D. Connelly,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marilyn R. Moore
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER
- TITLE(S) _____
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Easement
TITLE OR TYPE OF DOCUMENT

3

NUMBER OF PAGES

October 24, 1994

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Mrs M. & Sandra S. Benedict
SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 14th day
of November A.D., 19 94 at 3:00 o'clock P. M., and duly recorded in Vol. M94
of Deeds on Page 34937

FEE \$55.00

Evelyn Baehn, County Clerk
By April A. Blunt