

22233

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of September, 19 94,  
by and between Robert M. Connelly and Christine D. Connelly, individually as Trustees,  
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"

THIS EASEMENT IS BEING RECORDED TO CORRECT THAT CERTAIN EASEMENT RECORDED  
IN VOLUME m44 AT PAGE 34937 Microfilm Records of Klamath County,  
Oregon,

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"

Also a 30 foot access easement over an easement created on Major Land Partition  
No. 38-89, appurtenant to the real property of the Second Party described in Exhibit "B"  
attached hereto and made a part hereof. Said easement is also shown on Exhibit "C"  
(Insert here a full description of the nature and part of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

Also

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

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

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 fee/tile/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy

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. Connelly  
Trustee  
Christine D. Connelly  
Trustee

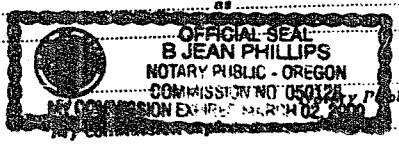
Mike M. Benedict  
Sandra S. Benedict

STATE OF OREGON,  
County of Klamath ss.

STATE OF OREGON, ss.  
County of \_\_\_\_\_

This instrument was acknowledged before me on July 25, 1999, by Robert M. Connelly and Christine D. Connelly, the Connelly family, of \_\_\_\_\_, Oregon.  
My commission expires 3-2-2000

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_



**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.

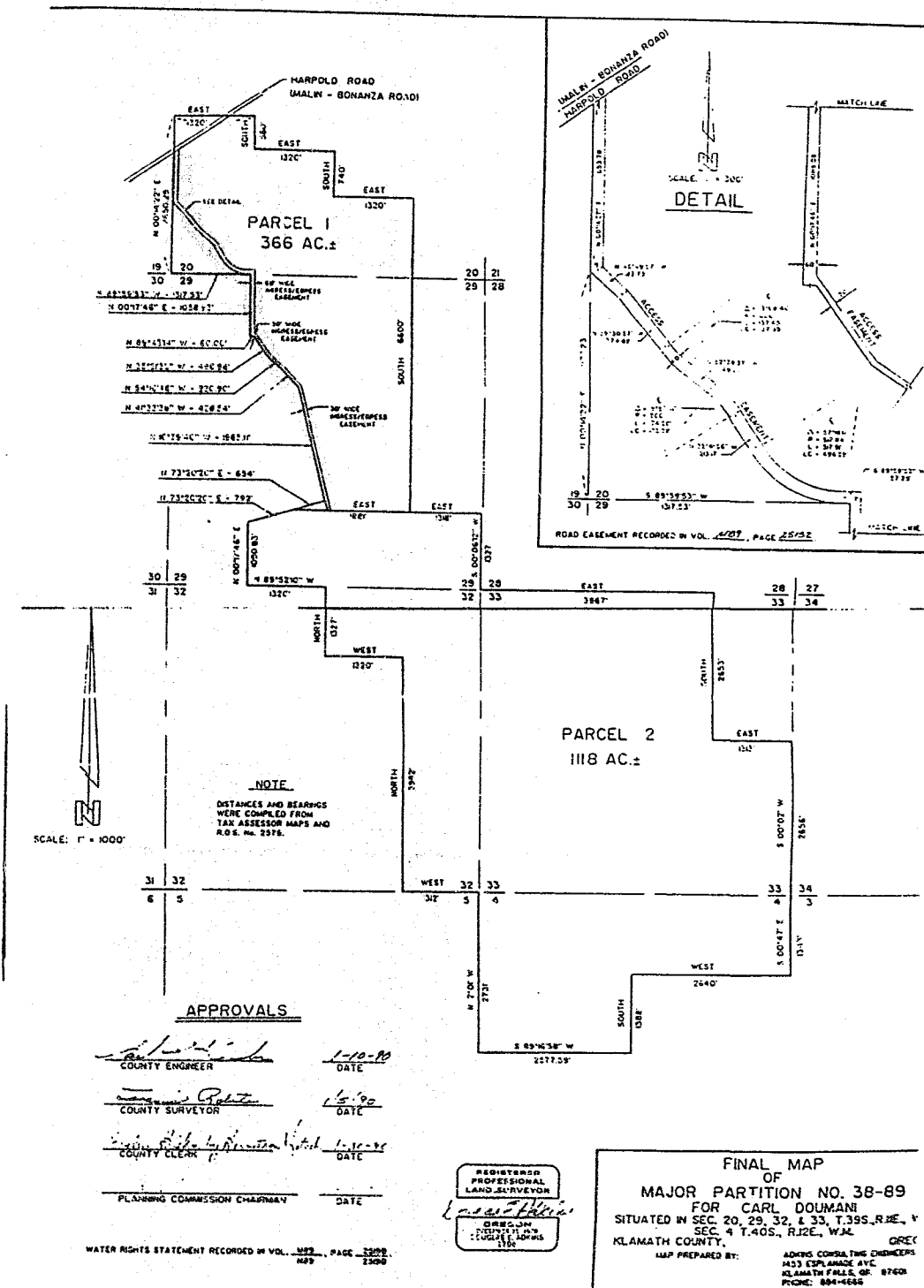
**EXHIBIT "B"**

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.

# EXHIBIT "C"

22890



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of AmeriTitle the 29th day  
of July A.D., 19 96 at 3:44 o'clock PM., and duly recorded in Vol. M96  
of Deeds on Page 22886

Bernetha G Letsch, County Clerk

By *[Signature]*

FEE \$50.00