

## AGREEMENT FOR EASEMENT

GRANTOR NAME Klamath Pacific Corporation  
 GRANTEE NAME Gail Danforth, aka Mary Jane Danforth, and A. Vernon Keffer and Barbara Keffer, husband and wife

## AGREEMENT FOR EASEMENT

GRANTOR NAME Gail Danforth, aka Mary Jane Danforth  
 GRANTEE NAME A. Vernon Keffer and Barbara Keffer, husband and wife  
 AFTER RECORDING RETURN TO AmeriTitle Company, 222 South 6th Street, Klamath Falls, OR 97601

## AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 12 day of September, 1996, by and between KLAMATH PACIFIC CORPORATION, hereinafter called the FIRST PARTY; GAIL DANFORTH, aka MARY JANE DANFORTH, hereinafter called the SECOND PARTY; and A. VERNON KEFFER, also known as VERNON KEFFER, and BARBARA KEFFER, Husband and Wife, hereinafter called the THIRD PARTY;

## W I T N E S S E T H:

GRANT OF NORTH/SOUTH EASEMENT:

WHEREAS: The FIRST PARTY is the record owner of certain real estate located in Klamath County, State of Oregon, legally described as follows, to-wit:

NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  and NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  Section 23 Township 34 South Range 6 East of the Willamette Meridian, EXCEPTING THEREFROM that portion of the said premises previously conveyed to Klamath Pacific Corp; and FURTHER EXCEPTING THEREFROM any portion of the said premises lying within the boundaries of Brown Road;

NOW, THEREFORE, in view of the premises and in consideration of valuable consideration by the SECOND PARTY and the THIRD PARTY to the FIRST PARTY paid, the receipt of which is hereby acknowledged by the FIRST PARTY, they agree as follows:

The FIRST PARTY does hereby grant, assign and set-over to the SECOND PARTY and to the THIRD PARTY an easement for right of way purposes (for ingress and egress), over and across that certain parcel of land located in Klamath County, State of Oregon, and legally described as follows, to-wit:

A perpetual, nonexclusive easement for ingress and egress over the Easterly 30 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Said easement to be appurtenant to each and every portion of the following described property, to-wit:

## SECOND PARTY'S PROPERTY:

E $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

## THIRD PARTY'S PROPERTY:

W $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.



The SECOND PARTY and THIRD PARTY shall have all personal 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 and THIRD 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 and THIRD PARTY hereby agree to hold and save the FIRST PARTY harmless from any and all claims of third parties arising from use by SECOND PARTY and by THIRD PARTY of the rights herein granted.

**GRANT OF EAST/WEST EASEMENT:**

WHEREAS: The SECOND PARTY is the record owner of certain real estate located in Klamath County, State of Oregon, legally described as follows, to-wit:

E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 23 Township 34 South Range 6 East of the Willamette Meridian, Klamath County, Oregon

NOW, THEREFORE, in view of the premises and in consideration of valuable consideration by the THIRD PARTY to the SECOND PARTY paid, the receipt of which is hereby acknowledged by the SECOND PARTY, they agree as follows:

The SECOND PARTY does hereby grant, assign and set-over to the THIRD PARTY an easement for right of way purposes (for ingress and egress), over and across that certain parcel of land located in Klamath County, State of Oregon, and legally described as follows, to-wit:

A perpetual, nonexclusive easement for ingress and egress over the Southerly 30 feet of the E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Said easement to be appurtenant to each and every portion of the following described property, to-wit:

**THIRD PARTY'S PROPERTY:**

W  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

The THIRD PARTY shall have all personal 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 THIRD 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 SECOND PARTY shall have the full use and control of the above-described real estate.

The THIRD PARTY hereby agrees to hold and save the FIRST PARTY harmless from any and all claims of third parties arising from use by THIRD PARTY of the rights herein granted.

The easements described above shall be perpetual, always subject, however, to the following specific conditions, restrictions, and considerations:

1. It is acknowledged that the subject easement is not public



and unrestricted in nature. Rather, it is reserved unto the parties hereto and is to be used primarily for passenger vehicular traffic and for such service vehicles that perform the following functions:

(a) Service vehicles that furnish required services to farms, ranches or dwellings or other allowed uses that may in the future be located upon any of the parcels belonging to the parties hereto, or their successors in interest.

(b) Vehicles used and required to keep and maintain the road, ditches and other aspects of the said easement.

(c) Vehicles used to transport materials to and from farms, ranches, dwellings and other appurtenances or improvements to be situated upon any of the lands owned by the parties hereto, or their successors in interest.

2. With respect to the costs and expenses involved with respect to future maintenance, the parties agree as follows:

(a) In the event that only SECOND and THIRD PARTIES utilize the easements granted herein, then in such an event, SECOND PARTY and THIRD PARTY, for themselves, their heirs, successors and assigns, agree to maintain that portion of the easement and roadway lying within FIRST PARTY'S and SECOND PARTY'S real property above described; each of SECOND and THIRD PARTY shall be responsible to contribute 50% of the cost (including "like kind" contributions) of such maintenance until there occurs a change in the use or circumstances of use of the easement;

(b) In the event that FIRST PARTY shall utilize the easement granted herein in conjunction with SECOND and THIRD PARTIES, then in such event, each party shall be responsible to contribute one third of the cost (including "like kind" contributions) of such maintenance until there occurs a change in the use or circumstances of use of the easement;

(c) Should the use by any of the parties cause damage to the roadway, then, in such an event, the party whose use caused such damage shall be responsible to repair or pay the cost of repair of the damage.

Maintenance, as contemplated by this Agreement, shall include installation of culverts and ditches as necessary to prevent erosion of the roadway, and at such time as any party undertakes regular use of the access road, the placement of gravel upon the roadway, which shall be regularly graded.

If suit or action is commenced to enforce this Agreement or any portion thereof, the prevailing parties or parties shall be entitled to reasonable attorney's fees to be fixed by the Circuit Court, having jurisdiction over the matter, or by an appropriate Court in the event of an appeal therefrom.

The rights and liabilities created by this Agreement shall run with the land, and in the event that any party sells the land subject to the within easement, the purchaser shall be bound by this agreement. 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 and where the context so requires, words in the singular include the plural; the masculine includes the



feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument effective the day and year first above written.

KLAMATH PACIFIC CORPORATION

by: Robert A. Stewart per. Gail Danforth (Mary Jane Danforth)  
ROBERT A. STEWART, PRESIDENT  
FIRST PARTY

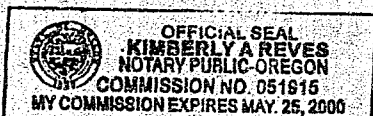
GAIL DANFORTH aka MARY JANE DANFORTH  
SECOND PARTY

A. Vernon Keffer  
A. VERNON KEFFER, THIRD PARTY

Barbara Keffer  
BARBARA KEFFER, THIRD PARTY

STATE OF OREGON/County of Klamath) ss.

THIS INSTRUMENT was acknowledged before me this 11 day of September, 1996, by Robert A. Stewart as President of KLAMATH PACIFIC CORPORATION, on behalf of the corporation.



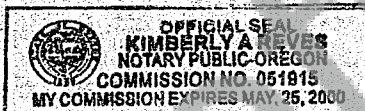
Kimberly A. Reves  
NOTARY PUBLIC FOR OREGON

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named A. VERNON KEFFER and BARBARA KEFFER, Husband and Wife, and acknowledged the foregoing instrument as their voluntary act and deed.

Before me:

9/11/96



Kimberly A. Reves  
NOTARY PUBLIC FOR OREGON

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named GAIL DANFORTH aka MARY JANE DANFORTH, and acknowledged the foregoing instrument as her voluntary act and deed.

Before me: 9-10-96

Marsha Cobine  
NOTARY PUBLIC FOR OREGON



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 12th day of September A.D. 19 96 at 11:41 o'clock A.M., and duly recorded in Vol. M96 of Deeds on Page 28762

Bernetha G Letsch, County Clerk

FEE \$45.00

By Christy Marshall

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