

NL

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MTC/D186

AGREEMENT FOR EASEMENT

Vol. 1997 Page 5245



THIS AGREEMENT, Made and entered into this day of January 1997.,
by and between ROBERT M. CONNELLY & CHRISTINE CONNELLY, TRUSTEES OF THE CONNELLY
 hereinafter called the first party, and ABIQUA CO., a Corporation FAMILY TRUST
 hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in
 County, State of Oregon, to-wit:

SEE EXHIBIT "A" ATTACHED
 HERETO AND INCORPORATED
 HEREIN BY REFERENCE

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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 an easement for ingress and egress over a 60 foot road shown on Survey Map No. 2579 as filed in Klamath County Records (Surveyors Office) and a 30 foot access easement over an easement and road created on Major Partition No. 38-39 appurtenant to the real property of second party, described in Exhibit "B" attached hereto and made a part hereof by reference. Said easement is also shown on Exhibit "C" attached hereto and made a part hereof by reference

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

WITNESSETH TO THE FOREGOING AGREEMENT
 AND TO THE RECORD OF THE SAME
 AND TO THE RECORD OF THE SAME
 AND TO THE RECORD OF THE SAME
 AND TO THE RECORD OF THE SAME
 AND TO THE RECORD OF THE SAME

After recording return to (Name, Address, Zip):
 James D. Fournier
 Attorney At Law
 P.O. Box 680
 Mt. Angel, OR 97362

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

See Exhibit "C" referenced above

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:

See Exhibit "C" reference above

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.

CONNELLY FAMILY TRUST

Robert M. Connelly
First Party Trustees

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

Christine Connelly, Trustees of
of the Connelly Family Trust

Notary Public for Oregon

My commission expires _____

ABIQUA CO, a Corporation

STATE OF OREGON,

County of Marion

This instrument was acknowledged before me on _____, 19____, by _____

James D. Fournier
as Secretary
of Abiqua Co.

Janet Marie Spawer
Notary Public for Oregon



OFFICIAL SEAL
SANDRA MARIE SPAWER
NOTARY PUBLIC - OREGON
COMMISSION NO. 043052
MY COMMISSION EXPIRES JUNE 26, 1999

22898

5247

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 Survey No. 2579 which lies within the East half of the West half of said Section 29; and the NW1/4 of the SE1/4 of Section 29.

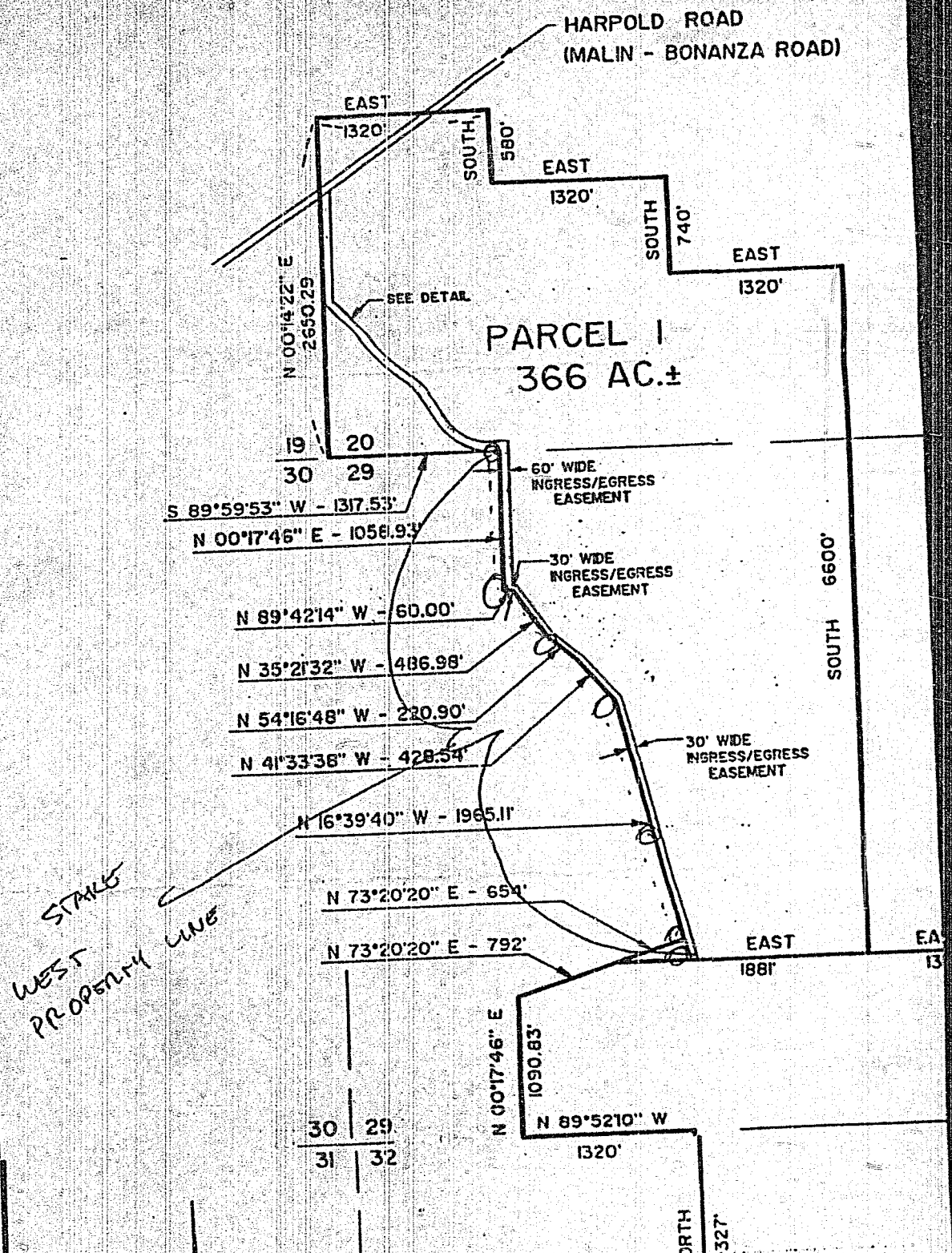
EXHIBIT "B"
LEGAL DESCRIPTION

A tract of land situated in the NE1/4 of the SW1/4 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 said NE1/4 of the SW1/4, said point being South 89 degrees 58' 36" East 1319.48 feet and South 00 degrees 17' 46" West 511.68 feet from the West 1/4 corner of said Section 29; thence South 00 degrees 17' 46" West along the West line of the NE1/4 of the SW1/4, 313.63 feet; thence North 73 degrees 20' 20" East 1232.38 feet; thence North 16 degrees 39' 40" West 300.00 feet; thence South 73 degrees 20' 20" West 1140.91 feet to the point of beginning.

EXHIBIT "C"

5249



Portion of Partition MAP 38-39 Rec V.M. 96 P 22896

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

5250

No. 5907

State of California
County of Solano

On 18th day of Feb 1997 before me, Marilyn R. Moore, Notary Public
personally appeared Christine D. and Robert M. Connelley
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
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri title
of February A.D., 19 97 at 3:35 o'clock P. M., and duly recorded in Vol. M97
of Denda on Page 5245

FEE \$55.00

Bernetha G. Letsch, County Clerk
by Kathleen K. [Signature]