

ML

47020

MTC 42777-
AGREEMENT FOR EASEMENT

Vol. 297 Page 33936

THIS AGREEMENT, Made and entered into this 14th day of October, 1997, by and between Jeffrey Scott and Wendy B. Gauthier, hereinafter called the first party, and Scott Lee and Maryle B. Runels, 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:

Township 31 Range 7 Section 24 N $\frac{1}{2}$ NE $\frac{1}{4}$

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 forty foot easement, twenty feet on each side of the Sand Creek channel, to maintain ditch and flow of irrigation water through described property.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Runels

AND

Gauthier

SPACE RESERVED
FOR
RECORDING USE

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

Mr. Lee P.O. 305
Kenilworth, OR 97142

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/file/instrument/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 indefinite, 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: the center of Sand Creek Channel

and second party's right of way shall be parallel with the center line and not more than 20 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

Jeffrey Scott Lawler
Margie B. Kuneles
First Party

Margie B. Kuneles
Second Party

STATE OF OREGON,

County of Oregon

This instrument was acknowledged before me on October 14, 1977, by Jeffrey Scott Lawler and Margie B. Kuneles of _____

Jim Rippet-Wentherly
Notary Public for Oregon
My commission expires 11/28/77

STATE OF OREGON, ss.

County of Oregon

This instrument was acknowledged before me on Oct. 14, 1977, by Scott L. Kuneles and Margie B. Kuneles of _____

Jim Rippet-Wentherly
Notary Public for Oregon
My commission expires 11/20/77

33936

STATE OF OREGON,

County of KLAMATH }

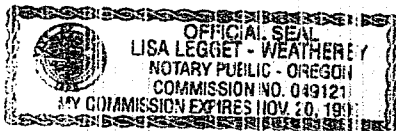
ss.

FORA No. 23-Acknowledgment.
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 Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 14th day of OCTOBER, 1997,
 before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
 named SCOTT LEE RUNELS, MARGIE B. RUNELS, JEFFEREY SCOT GAUTHIER AND WENDY B. GAUTHIER

known to me to be the identical individuals described in and who executed the within instrument and
 acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.



Lisa Legget-Weatherly
 Notary Public for Oregon
 My commission expires 11/20/98

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of _____ American title _____ the 15th day
 of October A.D., 1997 at 2:21 o'clock P. M., and duly recorded in Vol. M97,
 of Deeds on Page 33936.

FEE \$40.00

By Bernetha G. Letsch, County Clerk
Kathleen Rose