


NL

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## AGREEMENT FOR EASEMENT

THIS AGREEMENT was made and entered into this 9th day of Feb, 1998,  
 by and between Richard and Laverne Schaeffer  
 hereinafter called the first party, and Katie Brown  
 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: Located at T37, R 14, S 12 TL 2000 and T 37, R 14 S12,  
 TL 1100.

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 Easment from tax lot  
 2000 starting at Pacific Power and Light Co. transmission line hence  
 North across the South border of tax lot 1100 holding to the Western  
 borders, and continuing North to second party's property tax lot 1000.

(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  
RECORDERS USE

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

Richard E Schaeffer  
P.O. Box 561 Bly, OR  
97622

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

Witness my hand and seal of  
 County affixed.

By \_\_\_\_\_, Deputy

JSCD

98 FEB 10 AM 9:36

100  
 32  
 35

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

YORKSHIRE FOR EVIDENCE

STATE OF OREGON

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: Shall be as close as possible to the Western boundary of tax lot 2000, and tax lot 1100.

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

C. Glen Brown

Katie A. Brown

First Party

Richard E. Schaeffer

LaVerne E. Schaeffer

Second Party

STATE OF OREGON, } ss.

County of Klamath

This instrument was acknowledged before me on

February 9, 1998

STATE OF OREGON, } ss.

County of Klamath

This instrument was acknowledged before me on

, 19\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

My commission expires \_\_\_\_\_

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Schaeffer the 10th day of February A.D., 19 98 at 9:36 o'clock P. M., and duly recorded in Vol. M98 of Deeds on Page 4259

FEE \$35.00  
1.00 copy

By Bernetha G. Letsch, County Clerk  
Kathleen Ross