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98 APR 16 P3:30  
 MTC 1396-9021  
 AGREEMENT FOR EASEMENT

Vol. m98 Page 12653

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of January, 1998,  
 by and between ROGER HAMILTON AND KAREN HAMILTON, as First Party and  
 CIRCLE FIVE RANCH, INC., an Oregon Corporation, as Second Party,

WITNESSETH

WHEREAS: The parties are the record owners of the following described  
 real estate in Klamath County, State of Oregon:

ROGER HAMILTON AND KAREN HAMILTON, as First Party:

THE W1/2 of the NW1/4 of Section 29 and the E1/2 of the NE1/4 of  
 Section 30, Township 39 South, Range 13, E.W.M., Klamath County, Oregon.

CIRCLE FIVE RANCH, INC., an Oregon Corporation, as Second Party:

The W1/2 of the NW1/4 and the E1/2 of the SW1/4 of Section 19, and the  
 W1/2 of the NE1/4 of Section 30, Township 39 South, Range 13, E.W.M.,  
 Klamath County, Oregon.

First Party and has the unrestricted right to grant the easement hereinafter  
 described as relative to the real estate;

NOW, THEREFORE, in view of the premises and other valuable consideration  
 to the parties, the First Party agrees as follows:

The First Party grants to the Second Party an easement for ingress,  
 egress, and public utilities over and across the South 30 feet of the  
 SE1/4 of the NE1/4 of Section 30; and the South 30 feet of the SW1/4 of the  
 NW1/4 of Section 29 lying Westerly of the existing road traversing in a  
 Northerly direction from Gerber Road. Said easement shall provide ingress  
 egress and public utilities to the real property of the Second Party  
 described hereinabove.

The parties shall have all rights of ingress and egress to and from said  
 real estate 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 parties 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 parties shall have the full use  
 and control of the above described real estate as to their respective parcels.

The parties agree to hold each other harmless from any and all claims of  
 outside parties arising from the rights herein granted.

AMERITLE has recorded this  
 instrument by request as an accommodation only  
 and has not examined it for regularity and sufficiency  
 or as to its effect upon the title to any real property  
 that may be described therein.

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The easement described above shall continue above for a period of perpetuity.

During the existence of this easement, the Second Party shall be responsible for all costs associated with said easement, including construction, maintenance and repairs, unless repairs are required as a result of negligence on the part of the First Party, in which case the First Party shall be responsible for those repairs. The Second Party shall maintain the easement in reasonably good condition.

The Second Party agrees to defend and hold harmless the First Party from any claims by any person using the easement for the purpose of accessing the Second Party's property, except for claims relating to negligence on the part of the First Party,

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective 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 by an officer or other person duly authorized to do so by its board of directors.

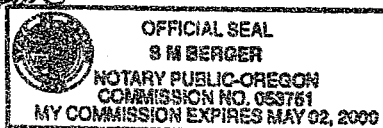
IN WITNESS WHEREOF, the parties have hereunto set hands on this, the day and first year hereinabove written.

Roger Hamilton  
Roger Hamilton

Karen Hamilton  
Karen Hamilton

Witnessed before me this 24 day of January, 1998 by Roger Hamilton and Karen Hamilton as their voluntary act and deed.

S. M. Berger for Roger Hamilton  
Notary Public for Oregon



By Circle Five Ranch, Inc.  
Circle Five Ranch, Inc.  
by Deborah Kness, sec

Witnessed before me this 16th day of April, 1998 by DEBORAH KNESS as Secretary of Circle Five Ranch, Inc., an Oregon Corporation, on behalf of said corporation as their voluntary act and deed.

Kristi L. Redd  
Notary Public for Oregon



STATE OF OREGON, )

COUNTY OF Lane )

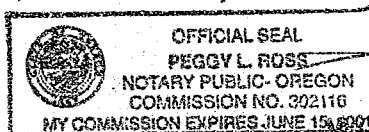
SS.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of April, 1998,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Karen Hamilton

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me  
 that she 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



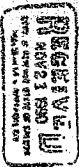
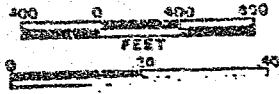
Peggy L. Ross  
 Notary Public for Oregon

commission expires 6-15-01

EXHIBIT "A"

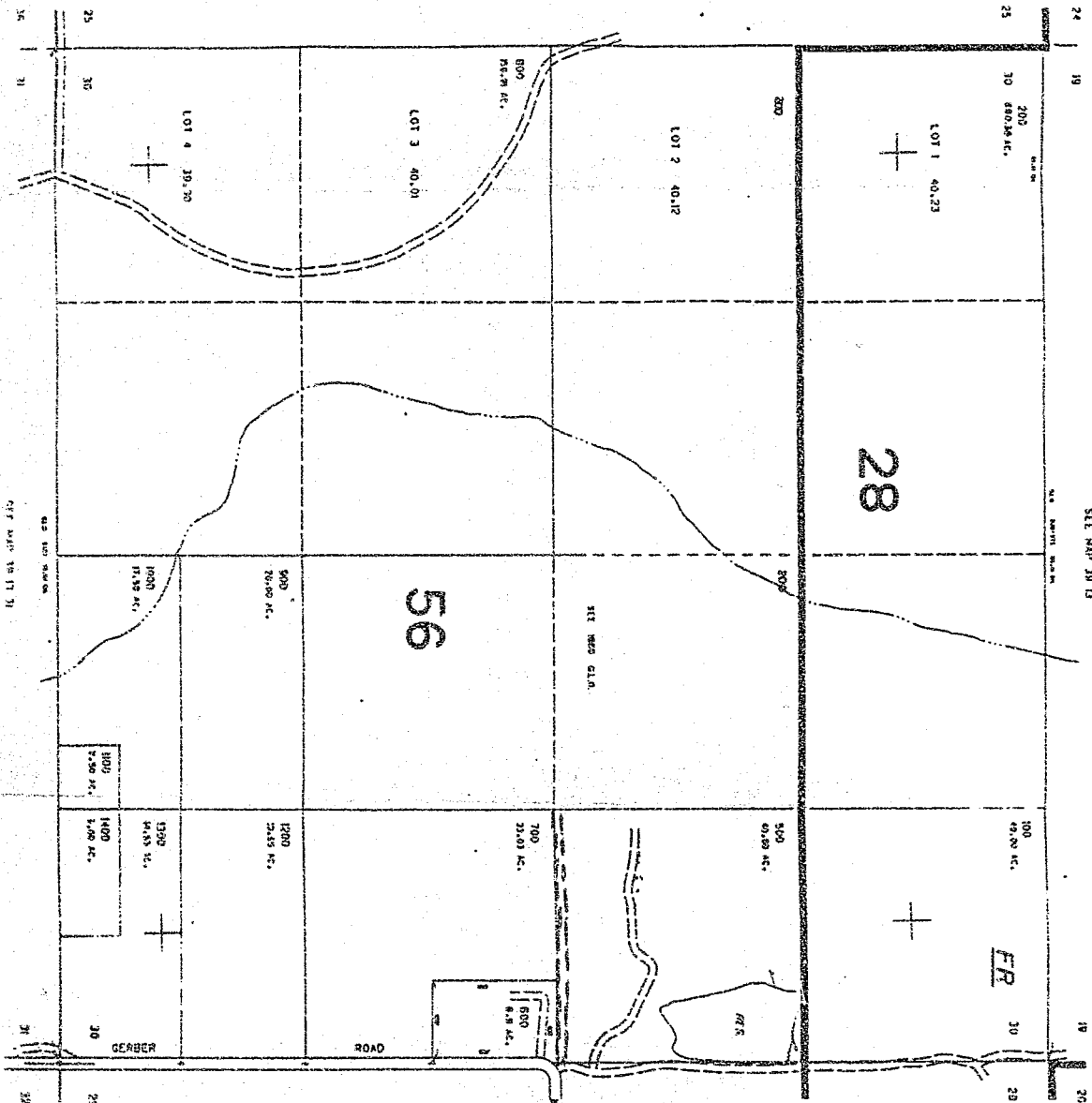
12656

SCALE 1:9600



SEE MAP 39 12

THIS MAP WAS FORWARDED TO THE  
Klamath County Clerk's Office  
1-1-00



SEE MAP 39 12 29

SECTION T.39S. R.13E. WM.  
KLAMATH COUNTY

39 30

Page 3 of 3

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 16th day  
of April A.D., 19 98 at 3:30 o'clock P. M., and duly recorded in Vol. M98  
of Deeds on Page 12653

FEE \$45.00

By Bernetha G. Leisch, County Clerk  
Kathleen Rosen