

TC

58516

AGREEMENT FOR EASEMENT  
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THIS AGREEMENT, Made and entered into this ..... day of April, 1998, by and between Merrie L. Schrott, hereinafter called the first party, and Gary L. Ennis and Linda K. Ennis, 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:

Government Lot 5, in Section 31, Township 23 South, Range 11 East, Willamette Meridian, in Klamath County, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said 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 non-exclusive easement for ingress and egress thirty (30) feet in width appurtenant to the following described parcel of second party:

Beginning at a point which is the quarter section corner on the East line of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence North 89°41'02" West 656.20 feet along the quarter section line; thence North 1°43'00" East 331.40 feet; thence South 89°32'59" East 652.51 feet to the section line; thence South 1°04'49" West 329.79 feet along the section line to the point of beginning.

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

The second party shall have all 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 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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

The parties agree to maintain the easement in accordance with the provisions of O.R.S. 105.170 through 105.185.

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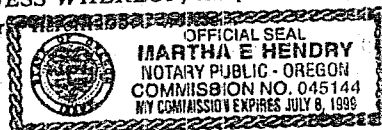
If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

Commencing at the West One-Quarter Corner of said Section 31, being a 2.5" Aluminum Cap; thence North 01 Degree 04'49" East along the West Line of said Section 31 a distance of 15 feet to the True Point of Beginning of this description; thence leaving said section line and running Easterly along a line 15.00 feet northerly of and parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00'00" East 32.00 feet; thence North 79 Degrees 00'00" East 124.00 feet; thence North 26 Degrees 00'00" East 70 feet; thence North 31 Degrees 00'00" East 130.00 feet; thence North 26 Degrees 00'00" East 65 feet, more or less, to a point on the westerly Right of Way line of the Fremont Highway (U.S. Hwy. 31) and there terminating. and second party's right of way shall be parallel with said center line and not more than 15..... feet distant from either side thereof.

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 in duplicate on this, the day and year first written above.



*Merrie L. Schrott*  
Merrie L. Schrott

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Deschutes } ss.

May 15, 1998.

Personally appeared the above named

Merrie L. Schrott

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

(OFFICIAL SEAL)

*Martha E. Hendry*

Notary Public for Oregon

My commission expires: 7-8-99

STATE OF OREGON, County of.....) ss.

Personally appeared....., 19.....

and who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of.....

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

Merrie L. Schrott

AND

Gary L. Ennis and

Linda K. Ennis

AFTER RECORDING RETURN TO

*Let American Title*

SPACE RESERVED FOR RECORDER'S USE

Fee: \$30.00

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 20th day of May, 1998, at 3:40 o'clock P.M., and recorded in book/reel/volume No. M98 on page 17209 or as document/fee/file/instrument/microfilm No. 58516, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Bernetha G. Letsch, Co. Clerk.  
NAME TITLE  
By *Kathleen Ross* Deputy