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AGREEMENT FOR EASEMENT
C98-126Vol. 1798 Page 18013

THIS AGREEMENT, Made and entered into this 11th day of MAY, 1998,
by and between PATRICK L. APPLEBY AND CHERIE L. APPLEBY,
hereinafter called the first party, and JEFF W. COINER AND RHONDA J. COINER,
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:

THE E $\frac{1}{2}$ NW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 23 SOUTH,
RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, LESS
AND EXCEPTING THAT PORTION LYING WITHIN THE RIGHT OF WAY OF
THE GREAT NORTHERN RAILROAD.

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

$\frac{1}{4}$ MILE LONG AND 10' WIDE, ON THE EASTERN BOUNDARY OF THE E $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, RUNNING IN A NORTH-SOUTH FASHION, PARALLEL TO THE GREAT NORTHERN RAILROAD.

(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 50 YEARS, always subject, however, to the following specific conditions, restrictions and considerations:

ACCESS TO BE POLICED BY BOTH PARTIES.

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:

18014

N/A

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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 20% and the second party being responsible for 80%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, 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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated 5-11, 1998

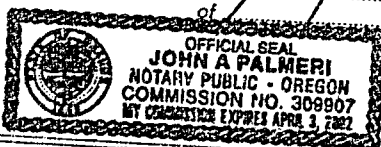
Patrick L. Appleby
Cherie L. Appleby

John A. Palmeri
SECOND PARTY

STATE OF OREGON, County of Multnomah

This instrument was acknowledged before me on 5/11, 1998, by Cherie L. Appleby and Patrick L. Appleby.

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



John A. Palmeri
Notary Public for Oregon
My commission expires 4/3/2002

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO

JEFF AND RHONDA COINER
P.O. BOX 2815
LA PINE, OR 97739

SPACE RESERVED
FOR
RECORDER'S USE

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/title/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of County affixed.

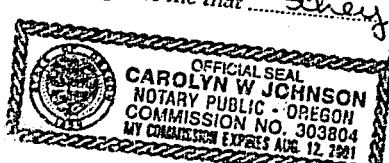
By _____ NAME _____ TITLE _____ Deputy

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STATE OF OREGON,

County of Deschutes } ss.FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 26th day of May, 1998,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Jeffrey W. Coier and Rhonda Jean Coier
Each of whom acknowledged to me that they 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.

Carolyn W. Johnson
Notary Public for Oregon
My commission expires Aug. 12, 2001

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title
of May A.D., 19 98 at 11:14 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 18013

FEE \$40.00

Bernetha G. Letsch, County Clerk
By Kathleen Ross