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MTC 46618-MFA m98 Page 46351

AGREEMENT FOR EASEMENT



THIS AGREEMENT, Made and entered into this 18th day of December, 1998, by and between WILLIAM F. HILL AND SHIRLEY C. HILL hereinafter called the first party, and KENNETH M. SCHELL AND SYLVIA D. SCHELL, husband and wife, 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:

The SW1/4 of the NW1/4 and the West one half of the SW1/4 of Section 26, Township 40 South, Range 10, E.W.M., Klamath County, Oregon lying Southerly of Hill Road.

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 an easement over the existing road as created by instrument recorded 5-30-75 in Volume M75 at page 6055, Microfilm Records of Klamath County Oregon, to wit:

Existing roadway along that portion of the west side of SW1/4SW1/4, SW1/4 NW1/4, and NW1/4 SW1/4 of Section 26.

Said easement is appurtenant to the attached Parcel 2 on Exhibit A attached hereto and made a part hereof.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

William and Shirley Hill

AND

Kenneth M. Schell

SPACE RESERVED
FOR
RECORDER'S USE

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

Kenneth M. Schell
5402 Reeder Road
Klamath Falls, OR 97603

STATE OF OREGON, } ss.
County of _____

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 perpetuity, 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:

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

William F. Hill
William F. Hill

Shirley C. Hill
Shirley C. Hill First Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

December 18, 1998, by William F. Hill and Shirley C. Hill

at

Myron St. John
Notary Public for Oregon
My commission expires 12-20-98

Kenneth M. Schell
Kenneth M. Schell

Sylvia D. Schell
Sylvia D. Schell Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

December 18, 1998, by Kenneth M. Schell and Sylvia D. Schell

at

Myron St. John
Notary Public for Oregon
My commission expires 12-20-98

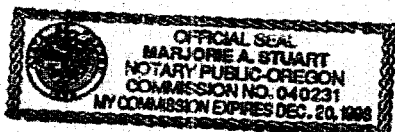


EXHIBIT "A"

Parcel 2:

That portion of the SW1/4 SW1/4 of Section 26 lying South of the U.S.R.S. Drainage Ditch #31; the NW1/4 NW1/4 of Section 35 and a portion of Government Lot 8 of Section 34, lying East of the Easterly right of way line of Great Northern Railroad, in Township 40 South, Range 40 East of the Willamette Meridian, Klamath County, Oregon.

ALSO an undivided one-half interest in a 60 foot roadway along the West side of the SW1/4 NW1/4 and NW1/4 SW1/4 of Section 26, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, extending North to the County Road, only as excepted in that certain Deed to V. C. Rexford by Deed recorded in Volume 114, page 317, Deed Records of Klamath County, Oregon, EXCEPTING rights of way conveyed to the United States of America and rights of way for roads and Great Northern Railway.

EXCEPTING THEREFROM that portion conveyed to the United States of America, by an instrument recorded May 21, 1910 in Deed Volume 29, page 213, Deed Records of Klamath County, Oregon, for Stukel Lateral and Trayner Lateral over NW1/4 NW1/4 of Section 35 and NE1/4 NE1/4 of Section 34, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri title the 18th day
of December A.D. 19 98 at 11:13 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 46351.

FEE \$20.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross