

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 6 day of February, 2003, by and between **MARY L. WILLIAMS** hereinafter called the **Grantor**, and **CHARLES T. and PAMELA S. WHITLATCH** hereinafter called the **Grantee**;

Witnesseth:

WHEREAS: The Grantor is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

W1/2SW1/4NE1/4 SECTION 30, T.39 S., R. 8 E., W.M., KLAMATH COUNTY, OREGON SAVING AND EXCEPTING THE S1/2S1/2 W1/2SW1/4NE1/4 OF SAID SECTION 30.

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 (\$1.00) by the Grantee to the Grantor, paid and other valuable considerations, the receipt of all which hereby is acknowledged by the Grantor, they agree as follows:

The Grantor does hereby grant, assign and set over to the Grantee

A NONEXCLUSIVE ROADWAY EASEMENT FOR INGRESS AND EGRESS.

_____(Insert here a full description of the nature and type of the easement granted to the grantee)_____

AGREEMENT FOR EASEMENT BETWEEN

MARY L. WILLIAMS
P.O. BOX 381
KENO, OR 97627

AND

CC CHARLES T. AND PAMELA S. WHITLATCH
14600 HOMESTEAD LANE
KLAMATH FALLS, OR 97601

AFTER RECORDING RETURN TO:

CHARLES T. WHITLATCH
14600 HOMESTEAD LANE
KLAMATH FALLS, OR 97601

State of Oregon, County of Klamath
Recorded 02/06/2003 8:55 a. m.
Vol M03 Pg 07399-7400
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

The Grantee 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 Grantee'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 Grantor shall have the full use and control of the above described real estate.

The Grantee hereby agrees to hold and save the Grantor harmless from any and all claims of third parties arising from the Grantee'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: See width and maintenance below.

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:

Beginning at a point on centerline of the existing roadway that lies N 00° 26' 44"W, 935.05 feet from the center one-quarter corner of Section 30, T.39S., R.8E., W.M., Klamath County, Oregon; thence along said centerline S 29° 31' 42"E, 4.69 feet; thence S 20° 50' 32"E, 104.32 feet; thence S 30° 20' 01"E, 203.05 feet; thence S 20° 17' 33"E, 224.59 feet; thence S 11° 19' 02"E, 111.87 feet to the north boundary of the S1/2 SW1/4 NE1/4 of said Section 30. And the Grantee's right of way shall be parallel with the center line and shall be ...15.....feet distant from each side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters of other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one) ___ the Grantor; X the Grantee; ___ both Grantor and Grantee, share and share alike; ___ both Grantor and Grantee, with the Grantor being responsible for ___% and the Grantee 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.

Mary L. Williams

MARY L. WILLIAMS (Grantor)

Charles T. Whitlatch

CHARLES T. WHITLATCH (Grantee)

Pamela S. Whitlatch

PAMELA S. WHITLATCH (Grantee)

STATE OF OREGON } ss.

County of Klamath }

This instrument was acknowledged before me on Jan 23, 2002, by Mary L Williams as _____ of _____.

Notary Public for Oregon

My commission expires Sep 3, 2006

STATE OF OREGON } ss.



OFFICIAL SEAL
DAWN M. MARKEE
NOTARY PUBLIC-OREGON
COMMISSION NO. 360890
MY COMMISSION EXPIRES SEP. 3, 2006

STATE OF OREGON } ss.

County of Klamath }

This instrument was acknowledged before me on Feb. 6, 2003, by Charles T. Whitlatch & Pamela S. Whitlatch

✕

Notary Public for Oregon

My commission expires 20, 2003

STATE OF OREGON } ss.



OFFICIAL SEAL
LINDA A. SEATER
NOTARY PUBLIC-OREGON
COMMISSION NO. 323359
MY COMMISSION EXPIRES JUN. 20, 2003