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State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 4/00 # of Pgs 5

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 24th day of November 2004, by and between GENEVA A. SMITH, Trustee of the Geneva A. Smith Revocable Living Trust dated December 21, 1999 (as subsequently amended June 27, 2003), hereinafter called the First Party; and HENRY C. G. CHEYNE and CHERIE JEAN CHEYNE, Husband and Wife, hereinafter called the Second Party;

WITNESSETH:

WHEREAS, First Party is the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"NW 1/4 SE 1/4, Section 2, Township 40 S, Range 13 EWM"

WHEREAS, Second Party is purchasing certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth.

NOW THEREFORE, in view of the premises, and in consideration of ONE HUNDRED and no hundredths Dollars (\$100.00) and other good and valuable consideration by the Second Party to the First Party paid, receipt of all of which is hereby acknowledged by First Party, they agree as follows:

The First Party does hereby grant, assign and set over unto Second Party a permanent nonexclusive easement to allow for access to hay sheds located near the northerly boundary line of the NW 1/4 SE 1/4 generally described as follows, to-wit:

"Commencing at a point on the north boundary line of the NW1/4SE1/4 of Section 2, Township 40 South, Range 13 East of the Willamette Meridian, which point is 504 feet easterly from the NW corner of said NW1/4SE1/4; thence generally easterly along the north boundary line of said NW1/4SE1/4 a distance of 321 feet to a point; thence South at a right 90 degree angle a distance of 60 feet to a point; thence generally westerly parallel to and 60 feet distant from said northerly boundary line of said NW1/4SE1/4 a distance of 195 feet to a point; thence generally northwesterly to the point of beginning."

said easement to be appurtenant to each and every portion of that certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth.

The Second Party shall have all rights of ingress and egress to and from said land, (including the right from time to time 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.

First Party shall not erect any buildings within the easement area. First Party retains the right to utilize the easement area in such manner as not to interfere with the rights herein granted, except that trees may not be planted thereon.

Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the Second Party. Should either party cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage as their sole expense.

The Second Party, Second Party's successor or assigns, shall not be liable to First Party for damage to the above-described premises occurring incidental to the proper use of this easement, PROVIDED, HOWEVER, that in the event of damage to the premises occasioned by the construction process, or damage to premises outside of and adjacent to the above-described parcel caused by the Second Party, Second Party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were immediately prior to such damage.

The easement herein granted shall be perpetual.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns, and this easement shall be appurtenant to that certain parcel of real property described on Exhibit A and shall run with the land.

In construing this instrument 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 as that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow.

Geneva A. Smith Revocable Living Trust
dated December 21, 1999 (as subsequently
amended June 27, 2003)

BY: Geneva A. Smith, Trustee
GENEVA A. SMITH, TRUSTEE

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 11/24/2004 by Geneva A. Smith, Trustee of the Geneva A. Smith Revocable Living Trust dated December 21, 1999 (as subsequently amended June 27, 2003).



Kristi L. Redd
NOTARY PUBLIC FOR OREGON

Henry C. G. Cheyne
HENRY C. G. CHEYNE

Cherie Jean Cheyne
CHERIE JEAN CHEYNE

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 11/21/2004, 2004 by Henry C. G. Cheyne and Cherie Jean Cheyne.



Kristi L. Redd
NOTARY PUBLIC FOR OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Section 1: The W1/2 NW1/4 and Parcel 2 of Land Partition 17-04, said Land Partition being a replat of a portion of Parcel 1 of Minor Partition 18-86, situated in the N1/2 of Section 1, Township 40 South, Range 13 East, of the Willamette Meridian, Klamath County, Oregon

EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the Bussy Lateral, the Lorella Drain and the Campbell Drain by deed recorded July 8, 1924 in Volume 64, page 299, Deed Records of Klamath County, Oregon and by deed recorded June 13, 1927 in Volume 75, page 552, Deed Records of Klamath County, Oregon

AND EXCEPTING THEREFROM that portion of the N1/2 NW1/4 lying within the boundaries of East Langell Valley Road 1211.

Section 2: The NE1/4

EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the L-2 Lateral and the L-2-A Lateral by deed recorded February 16, 1926 in Volume 69, page 292, Deed Records of Klamath County, Oregon

AND EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the Lorella Drain by deed recorded May 15, 1926 in Volume 69, page 556, Deed Records of Klamath County, Oregon.

AND FURTHER EXCEPTING THEREFROM those portions thereof lying within the boundaries of East Langell Valley County Road 1211 and Walker Road No. 1225.

ALSO EXCEPTING THEREFROM parcel no. 1 of Land Partition 17-04.

ALSO EXCEPTING THEREFROM that certain well, casing, pump, pipes and related equipment located along the East Langell Valley Road in the NE NE of Section 2, which such well and waters are the subject of a certain Agreement For Exchange entered into with the Langell Valley Irrigation District; and further excepting any rights and responsibilities inuring to Seller pursuant to such agreement. It is provided, however, that in the event that exchange of waters pursuant to such agreement is not possible, then in such an event, Purchaser shall be granted the first option to the use of such waters; provided, however, that in such event, Purchaser shall be responsible to pay for Purchaser's proportionate share of all maintenance, repair and electricity regarding such use (such proportionate share to be determined based upon the respective hours of use as between Purchaser and Seller).

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TOGETHER WITH an easement of approximately 60 feet in width to allow for access to the hay sheds, such easement being located generally on the South side of those hay sheds located near the Southerly boundary line of the property conveyed pursuant to this deed.

SUBJECT TO contracts and/or liens for irrigation and/or drainage, restrictions, easements, restrictions and rights-of-way of records, and those apparent on the land.

ALSO SUBJECT TO rights of the public in and to any portion of the herein described property lying within the boundaries of roads or highways.

SUBJECT TO an easement for ingress and egress (being consistent with the currently existing road) from Walker Road to the property which is the subject of the sale of certain of seller's adjacent property to John Randall and Jeani Louise Bath.

EXHIBIT A-2