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State of Oregon, County of Klamath  
Recorded 12/20/04 3:36 p m  
Vol M04 Pg 87010-15  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

## RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED  
BY THE PERSON REPRESENTING THE  
ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

After Recording, Return To: AMT - Kristi Redd

1. Name(s) of the Transaction(s): **Agreement for Easement**
2. Direct Party (Grantor): **Geneva A. Smith, Trustee of the Geneva A. Smith Revocable Living Trust dated December 21, 1999**
3. Indirect Party (Grantee): **John Randall Bath and Jeani Louise Bath, Husband and Wife**
4. True and Actual Consideration Paid:
5. Legal Description: **See attached**

46.00  
AMT

## AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 24<sup>th</sup> 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 JOHN RANDALL BATH and JEANI LOUISE BATH, 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:

"SW 1/4 NE 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 for ingress and egress along that certain roadway currently in existence, thirty feet on either side of a center line generally described as follows, to-wit:

"Commencing at a point on the east side of Walker Road which is 396 feet northerly of the southwest corner of the SW 1/4 NE 1/4 of Section 2; proceeding thence in a generally southeasterly direction to a point on the south boundary line of the SW 1/4 NE 1/4 474 feet east of the southwest corner of said SW 1/4 NE 1/4, all in Section 2, Township 40 South, Range 13 EWM."

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.

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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)

X BY: Geneva A. Smith  
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

John Randall Bath  
JOHN RANDALL BATH

Jeani Louise Bath  
JEANI LOUISE BATH

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 12/17/2004,  
~~2004~~ by John Randall Bath and Jeani Louise Bath.

(X)



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 11: NE1/4

EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the Lorella Lateral and the Lorella Drain by deeds recorded May 29, 1926 in Volume 69, page 605 and 606, Deed Records of Klamath County, Oregon.

Section 12: NW1/4

EXCEPTING THEREFROM that portion thereof conveyed to The United States of America for the E-1 Lateral by deed recorded July 8, 1924 in Volume 64, page 298, Deed Records of Klamath County, Oregon.

AND EXCEPTING THEREFROM that portion thereof lying within the boundaries of the USBR Lorella Drain.

Section 1: The W1/2 of the SW1/4

EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the Bussey 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.

Section 2: The SE1/4

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 EXCEPTING THEREFROM a portion of the W1/2 SE1/4 conveyed to Walter Smith and Dorothy Smith, husband and wife, by deed recorded January 13, 1995 in Volume M95, page 961, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

(Legal description continued)

Commencing at the Northwest corner of the SE1/4, said Section 2; thence South along the quarter section line 1450 feet to a point; thence East, parallel to the East – West quarter section line, to a point which is 30 feet West of the centerline of the existing road; thence Northerly, parallel with the centerline of said road; to a point on the quarter section line common to the NW1/4 SE1/4, Section 2, and the SW1/4 NE1/4, said Section 2; thence West along said quarter section line to the point of beginning.

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