

Dan H Renne
32450 Modoc Point Rd
Chiloquin, OR 97624

2012-010187
Klamath County, Oregon



09/14/2012 12:19:38 PM

Fee: \$52.00

Example for Discussion Purposes only
AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 14 day of Sept., 2012 by and between Dan Renne, hereinafter called the First Party; and Gary Renne, 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 on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth.:

WHEREAS, Second Party is owner of certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit B, 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 and for installation of utilities and other services, such easement being described on Exhibit C attached hereto and incorporated by this reference herein as if fully set forth, 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 B, 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 or install any poles, posts or other obstructions 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 B and shall run with the land.

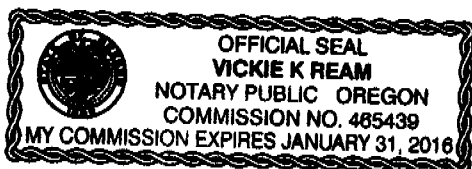
In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so as that this instrument shall apply both to individuals and to corporations.

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



STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on Sept 14, 2012
by Dan H. Renno

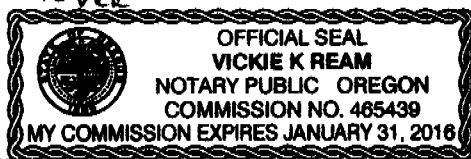


Vickie K. Ream
NOTARY PUBLIC FOR OREGON
My Commission Expires 1/31/16



STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on Sept 14, 2012,
2004 by Gary Renne



Vickie K. Ream
NOTARY PUBLIC FOR OREGON
My Commission Expires 1/31/16

Note that this doesn't address a number of other possible matters that might be considered. These include:

1. possible development of the property, such that a number of additional folks would be entitled to use the easement; or
2. a requirement that each party have liability insurance with the other listed as an additional insured; or
3. whether there should be arbitration of disputes regarding repair or maintenance; or
4. whether the easement can be relocated in the event of a change in circumstance; or
5. limitations on speed, dust or the like; or
6. .

Easement Description

A strip of land 30.00 feet in width situated in the SE¼ of Section 19, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 15.00 feet on both sides of the following described centerline:

Commencing at a point on the section line common to Sections 19 and 30, said Township and Range, said point being the southwest corner of Parcel 2 of Land Partition 61-07 and marked by a 5/8" iron rod; thence along the westerly line of said Parcel 2, North 24°56'14" West 158.76 feet to a 5/8" iron rod marking the westerly end of the adjusted property line as adjusted by Property Line Adjustment 3-12; thence along said adjusted line North 64°44'13" East 255.38 feet to the True Point of Beginning for this description; thence South 32°52'21" East 11.73 feet; thence 99.57 feet on the arc of a 300.00 foot radius curve to the left, the long chord of which bears South 42°22'51" East 99.12 feet and having a delta angle of 19°01'01"; thence South 51°53'22" East 227.43 feet to the north sideline of that easement described in Volume 312, Page 292, Deed Records of Klamath County, Oregon; the sidelines of said strip to be extended or shortened to terminate on the beginning and ending lines.

2283-04

8/17/2012