

2015-006202

Klamath County, Oregon



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06/15/2015 10:46:17 AM

Fee: \$47.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 15 day of June, 2015, by and between **JAMES C. and PAULINE F. SIMONSON**, hereinafter referred to as *Grantors*, and **CHARLES T. and PAMELA S. WHITLATCH**, hereinafter referred to as *Grantees*;

Witnesseth:

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

The South Quarter (S1/4) of the West Half (W1/2) of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), of Section 30, T.39 S., R.8 E., W.M., Klamath County Oregon.

And has the unrestricted right to grant the easement hereinafter described relative to the real estate; **NOW THEREFORE, Consideration for said easement** is the execution of a shared well agreement on this same date, the receipt of which is hereby 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 TO A PARCEL OF LAND DESCRIBED AS THE SE1/4NW1/4, SECTION 30, T.39 S., R 8 E., W.M., KLAMATH COUNTY, OREGON.

The centerline of the easement is described as follows:

Commencing at a 5/8 inch iron pin being the Center 1/4 corner of Section 30, T. 39 S., R 8 E., W.M., Klamath County Oregon; thence N 00 26' 44" W, 336.61 feet to a 1/2 inch iron pin; thence N 89 42" 04" E, 237.17 feet to the center of an existing road being the point of beginning of this easement description; thence continuing along the center of said road the following courses and distances; S 11 19' E, 24.3 feet; thence S 28 59' E, 63.2 feet; thence S 41 21'E, 81.8 feet; thence S 17 07' E, 41.4 feet; thence S 25 54' W, 46.3 feet; thence S 70 53' W, 67.3 feet; thence S 85 16' W, 92.1 feet; thence N 85 08' W, 45.5 feet; thence continuing northwesterly to where the existing roadway intersects the east line of the SE1/4NW1/4 of said Section 30, said intersection being N 00 26' 44" W, 130 feet from said Center 1/4 corner.

The Grantees Right of Way shall be parallel with the centerline and 15 feet distant from each side thereof.

The Grantee shall have all rights of ingress and egress to and from the real estate including the right from time to time, to cut, trim and remove trees, brush, overhanging branches and other obstructions necessary for the Grantees 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 Grantor's 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 conditions, restrictions and considerations:

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. 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 the Grantee.

This agreement shall bind and inure to the benefit of not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

Returned to County

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

James C. Simonson
James C. Simonson

Charles T. Whitlatch
Charles T. Whitlatch

Pauline F. Simonson
Pauline F. Simonson

Pamela S. Whitlatch
Pamela S. Whitlatch

STATE OF OREGON

STATE OF OREGON

County of Klamath

County of Klamath

This instrument was acknowledged before me
on June 15, 2015, by
James C. Simonson
Pauline F. Simonson

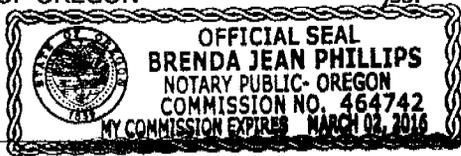
This instrument was acknowledged before me
on June 15, 2015, by
Charles T. Whitlatch
Pamela S. Whitlatch

By [Signature]
Notary Public for Oregon
My commission expires 3-2-16

By [Signature]
Notary Public for Oregon
My commission expires 3-2-16

STATE OF OREGON)ss.

STATE OF OREGON)ss.



AGREEMENT FOR EASEMENT
BETWEEN

JAMES C. AND PAULINE F. SIMONSON
P.O. BOX 591 KENO, OR 97627

State of Oregon, County of Klamath

AND

Recorded _____, _____m.

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

Vol. _____ pg. _____

by _____
Linda Smith, County Clerk

AFTER RECORDING RETURN TO:

Fee _____ # of pages _____

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