

2015-007009

Klamath County, Oregon



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06/30/2015 11:28:26 AM

Fee: \$47.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 30 day of June, 2015, by and between **MARY L. WILLIAMS** hereinafter referred to as **Grantor**, and **JAMES C. and PAULINE F. SIMONSON**, 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 W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 30, T.39 S., R.8 E., W.M., Klamath County Oregon, SAVING AND EXCEPTING THEREFROM THE S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 30..

And has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW THEREFORE, Consideration for said easement is One Dollar (\$1.00) and 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 S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 30, T.39 S., R 8 E., W.M., KLAMATH COUNTY, OREGON.

The centerline of the easement is described as follows:

Beginning at a point on centerline of the existing roadway that lies N00°26'44"W, 935.05 feet from the C $\frac{1}{4}$ 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 S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 30.

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.

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

Mary L. Williams
Mary L. Williams

Pauline F. Simonson
Pauline F. Simonson

STATE OF OREGON
County of Klamath


STATE OF OREGON
County of _____

This instrument was acknowledged before me
on June 30, 2015, by
James C. Simonson,
Pauline F. Simonson + Mary L. Williams

This instrument was acknowledged before me
on _____, 20____, by

By Heather Anne Sciurba
Notary Public for Oregon
My commission expires Jan. 9 2018

By _____
Notary Public for Oregon
My commission expires _____

STATE OF OREGON)ss.
 OFFICIAL STAMP
HEATHER ANNE SCIURBA
NOTARY PUBLIC - OREGON
COMMISSION NO. 923466
MY COMMISSION EXPIRES JANUARY 09, 2018

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

MARY L. WILLIAMS
P.O. BOX 361
KENO, OR 97627

Recorded _____, ____m.

Vol. _____ pg. _____

by _____
Linda Smith, County Clerk

Fee _____ # of pages _____