

2016-012508

Klamath County, Oregon



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11/22/2016 10:35:26 AM

Fee: \$67.00

First Party Name & Address:

Jon David Schnebly
Laurie Kay Goolsby
20766 Keno Worden Road
Klamath Falls, Oregon 97601

Second Party Name & Address:

Jon David Schnebly
Laurie Kay Goolsby
20766 Keno Worden Road
Klamath Falls, Oregon 97601

Third Party Name & Address

Laurie Kay Goolsby
20766 Keno Worden Road
Klamath Falls, Oregon 97601

Fourth Party Name & Address

Jon David Schnebly
20766 Keno Worden Road
Klamath Falls, Oregon 97601

After Recording Return to:

Neal G. Buchanan
Attorney at Law
435 Oak Avenue
Klamath Falls, Oregon 97601

Returned at Counter

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 10th day of November, 2016, by and between Jon David Schnebly and Laurie Kay Goolsby, hereinafter called First Party;

and Jon David Schnebly and Laurie Kay Goolsby, hereinafter called the Second Party;

and Laurie Kay Goolsby, hereinafter called the Third Party;

and Jon David Schnebly, hereinafter called the Fourth Party;

WITNESSETH:

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

"Parcel 1 of Land Partition 44-08 as shown on the official plat thereof on file at the office of the County Clerk, Klamath County, Oregon"

and has the right to grant the easement hereinafter described relative to the said real estate; and

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

"Parcel 2 of Land Partition 44-08 as shown on the official plat thereof on file at the office of the County Clerk, Klamath County, Oregon"

and has the right to grant the easement hereinafter described relative to the said real estate; and

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

"The W1/2 of the NW1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon"

and has the right to grant the easement hereinafter described relative to the said real estate; and

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

"The N1/2 of the NE1/4 of Section 32, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon"

WHEREAS, Second Party, Third Party and Fourth Party are each desirous of obtaining access to each of their respective above described real property; and

WHEREAS, First Party, Second Party and Third Party are each willing to grant an access easement in exchange for valuable consideration received;

NOW THEREFORE, in view of the premises, and in accordance with the agreement between the parties, the parties hereto agree as follows:

The First Party does hereby grant, assign and set over unto Second Party, Third Party and Fourth Party a permanent non-exclusive easement for ingress, egress and access on all of that certain real property (herein called "easement") over and across a strip of land 30 feet in width over and across Parcel 1 of Land

Partition 44-08 as delineated on the face of said Land Partition;
and

The Second Party does hereby grant, assign and set over unto Third Party and Fourth Party a permanent non-exclusive easement for ingress, egress and access on all of that certain real property (herein called "easement") over and across a strip of land 30 feet in width over and across Parcel 2 of Land Partition 44-08 as delineated on the face of said Land Partition; and

The Third Party does hereby grant, assign and set over unto Fourth Party a permanent non-exclusive easement for ingress, egress and access on all of that certain real property (herein called "easement") over and across a strip of land 30 feet in width over and across Third Party's property, such easement beginning at the point on the Easterly boundary line thereof where the easement described on the face of Land Partition 44-08 ends, and proceeding in a like direction westerly from said point to the easterly boundary of Fourth Party's said parcel of real property.

Said easement to be appurtenant to each and every portion of the real property parcels described herein and located in the County of Klamath, State of Oregon; said easement is to be appurtenant to each and every portion of the respective dominant properties and shall run with the land in perpetuity.

The said easement may be utilized by the dominant estate for purposes of ingress and egress.

First Party, Second Party, Third Party and Fourth Party shall each have the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions as necessary for the use, enjoyment, operation, and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Second Party, Third Party and Fourth Party shall be responsible to maintain any roadway service upon the Easement so as to allow for ingress and egress to each of the the dominant properties. Maintenance of the easement herein granted and costs of repair of the easement shall be the responsibility of Second Third and Fourth Party.

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 Second Third and Fourth Party.

Should any party cause damage to the easement because of negligent or abnormal use, said party shall be responsible for the costs of repair of said damage at their sole expense.

No party hereto, nor their successors or assigns, shall be liable to the other 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 a construction process, or damage to premises outside of and adjacent to the above-described parcel caused by one of the parties, that 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.

No Party shall erect any buildings within the easement area. First Party, Second Party and Third Party retain 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. Any party may, however, place gates at either end of the easement; provided, however, that the owners or occupiers of the dominant property shall at all times be provided with keys to any locks or latches placed on such gates.

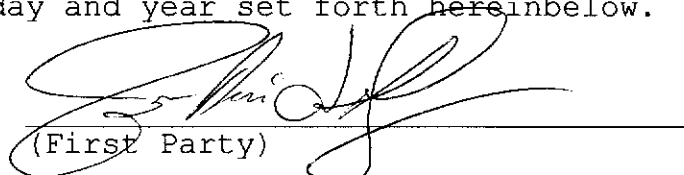
The easement herein granted shall be perpetual.

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 each of those certain parcels of real property described herein which are the dominant properties and shall run with the land.

The terms of the easement granted herein may be enforced by suit for specific performance brought in the Circuit Court of the State of Oregon for Klamath County.

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 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.


(First Party)

Laurie Kay Goolsby
(First Party)

Jon David Schnebly
(Second Party)

Laurie Kay Goolsby
(Second Party)

Laurie Kay Goolsby
(Third Party)

Jon David Schnebly
(Fourth Party)

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Jon David Schnebly and Laurie Kay Goolsby, and acknowledged the foregoing instrument to be their voluntary act and deed before me on the 10th day of November, 2016.



Katie Shari Terrell
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 20, 2019

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Jon David Schnebly and Laurie Kay Goolsby, and acknowledged the foregoing instrument to be their voluntary act and deed before me on the 10th day of November, 2016.




Katie Shari Terrell
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 20, 2019

STATE OF OREGON, County of Clatsop) ss.

Personally appeared the above-named Laurie Kay Goolsby and acknowledged the foregoing instrument to be her voluntary act and deed before me on the 10th day of November, 2016.





NOTARY PUBLIC FOR OREGON
My Commission Expires: April 20, 2019

STATE OF OREGON, County of Clatsop) ss.

Personally appeared the above-named Jon David Schnebly and acknowledged the foregoing instrument to be his voluntary act and deed before me on the 10th day of November, 2016.




NOTARY PUBLIC FOR OREGON
My Commission Expires: April 20, 2019