



08/25/2020 10:43:39 AM

Fee: \$102.00

First Party Name & Address:

Jerald S. Rogers and Carol A. Rogers, Trustees
JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007
2801 Bristol Avenue
Klamath Falls, Oregon 97603

Second Party Name & Address:

Jerald S. Rogers and Carol A. Rogers, Trustees
JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007
2801 Bristol Avenue
Klamath Falls, Oregon 97603

After Recording Return to:

Jerald S. Rogers and Carol A. Rogers, Trustees
JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007
2801 Bristol Avenue
Klamath Falls, Oregon 97603

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 21 day of August, 2020, by and between **JERALD S. ROGERS and CAROL A. ROGERS, Trustees JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007**, hereinafter called the First Party; and **JERALD S. ROGERS and CAROL A. ROGERS, Trustees JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007**, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: First Party is the owner of certain real property (herein called "servient property") located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"Parcel 1 of Land Partition 49-05 on file in the office of the County Clerk of Klamath County, Oregon"

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

WHEREAS, Second Party contemplates a sale to Third Parties of certain real property (herein called "dominant property"), located in the County of Klamath, State of Oregon, and legally described on Exhibit A, attached hereto and incorporated by this reference as if fully set forth;

NOW THEREFORE, in view of the premises, First Party and Second Party agree as follows:

The First Party does hereby grant, assign and set over unto Second Party a permanent non-exclusive easement on all of that certain real property (herein called "easement") described on the attached document denominated "Exhibit B Pump Easement Road" said easement to be appurtenant to each and every portion of the "dominant property" and shall run with the land in perpetuity.

The said easement may be utilized by both parties for ingress and egress to that certain parcel of real property now owned by Pine Flat District Improvement Company.

Both First Party and Second Party shall 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.

First Party and Second Party shall each be responsible to continuously maintain the roadway surface upon the easement so as to allow for ingress and egress by both First Party and Second Party. Maintenance of the easement herein granted and costs of repair of the easement shall be the responsibility of First Party and Second Party equally.

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 First Party and Second Party equally. 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 at their sole expense.

Neither party, 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 in immediately prior to such damage.

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. First 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 that certain parcel of real property described herein as the "dominant property" 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.

JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007,

By: Jerald S. Rogers, Trustee By: Carol A. Rogers, Trustee
JERALD S. ROGERS, Trustee CAROL A. ROGERS, Trustee
(First Party) (First Party)

JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007,

By: Jerald S. Rogers, Trustee By: Carol A. Rogers, Trustee
JERALD S. ROGERS, Trustee CAROL A. ROGERS, Trustee
(Second Party) (Second Party)

STATE OF OREGON, County of Klamath) ss.

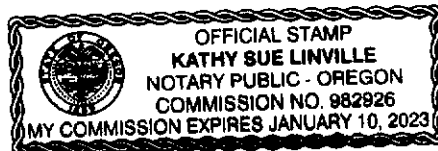
Personally appeared the above-named, JERALD S. ROGERS as Trustee of the JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007 and acknowledged the foregoing instrument to be his voluntary act and deed before me on the 21 day of August, 2020.



Kathy Sue Linville
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-10-2023

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named, CAROL A. ROGERS as Trustee of the JERALD AND CAROL ROGERS 2007 TRUST uad 10-2-2007 and acknowledged the foregoing instrument to be her voluntary act and deed before me on the 21 day of August, 2020.



Kathy Sue Linville
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-10-2023

LEGAL DESCRIPTION

A portion of Section 25, Township 38 South, Range 10 East, Willamette Meridian situate in the County Klamath, State of Oregon, and being more particularly described as follows:

The Northwest One-Quarter of the Southeast One-Quarter and the Northeast One-Quarter of the Southwest One-Quarter.

EXCEPTING THEREFROM:

A portion of said sections north of the southerly right-of-way of the Klamath Falls – Lakeview Highway State Highway 140. Said Highway created prior to September 29, 1991.

EXCEPTING THEREFROM:

A portion of said section south of the northerly right-of-way of the Oregon California & Eastern Railroad (OC&E) conveyed in deeds Volume 47 Page 379 and Volume 47 Page 579 of Klamath County Records.

EXCEPTING THEREFROM:

A portion of said section shown on Land Partition 49-05 also known as County Survey 7515.

Containing a total of 17.3 acres, more or less.

Date: October 3, 2019
MSM Project # 1060-18



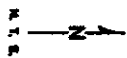
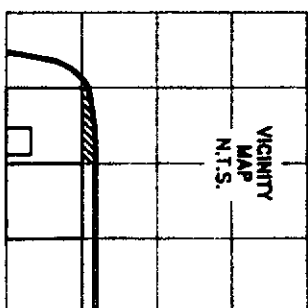
EXPIRATION DATE: 12/31/20

PUMP EASEMENT ROAD

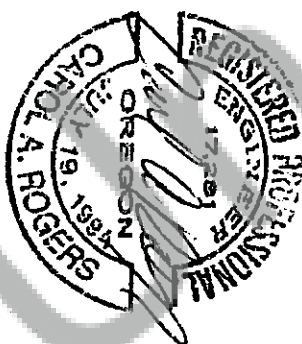
SITUATED IN
THE SE1/4 SW1/4 SECTION 23,
T.36 South., R.10 East., W.M.
TAX LOT 3810-02500-01200-000
KLAMATH COUNTY, OREGON

OWNER: JEROLD & CAROL ROGERS
2007 TRAIL
18008 HWY 140 E.
DAVEY, OR 97623
PROJECT ADDRESS: 18008 HWY 140 E.
DAVEY, OR 97623

JEROLD ROGERS
CAROL ROGERS



NOTE:
Approximate measurements and locations for existing easement road and Pine Flat District Improved Company Tax Lot 500.
Measurements and locations are from google earth.



EXPIRE: DEC 31 2020

Carol Rogers Engineering - P.O. 882-8888 2801 Siskiyou Ave. Medford, OR 97503	
Owner:	JEROLD & CAROL ROGERS
Project:	18008 HWY 140 E. DAVEY, OR 97623
Map:	Tax Lot 3810-02500-01200-000 CLAMATH COUNTY, OREGON 5/7/2020

