



CHART

2:15:12

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of October, 1990, by and between Robert E. Warnick and Beth M. Warnick hereinafter called the first party, and Lyman D. Mortenson and Anne Mortenson, husband and wife, hereinafter called the second party;

WITNESSETH:

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

Lot 6, Block 1, Tract No. 1251, Olene Hills, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement across the road as it now exists

(Insert here a full description of the nature and type of the easement granted to the second party.) The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, 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. Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted. The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

50250

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than 7 feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party being responsible for _____ % and the second party being responsible for _____ % (If the last alternative is selected, the percentages allocated to each party should total 100.)

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

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated 10/9/90

Robert F. Warnick
Robert F. Warnick

Beth N. Warnick
Beth N. Warnick

FIRST PARTY

SECOND PARTY

(If covered by a corporation, affix corporate seal and use the name of the corporation opposite)

STATE OF OREGON Colorado

County of Boulder

This instrument was acknowledged before me on Oct. 9, 1990, by

Robert F. Warnick and
Beth N. Warnick

Notary Public for Oregon
My commission expires: 9/12/92

STATE OF OREGON,

County of _____ ss.

This instrument was acknowledged before me on 19____, by _____

as _____

of _____

Notary Public for Oregon

My commission expires: _____

(SEAL)

AGREEMENT
FOR EASEMENT
BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO:
KLAMATH FIRST FEDERAL S&A
2943 SOUTH SIXTH STREET
KLAMATH FALLS, OREGON 97603

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 16th day of Oct., 1990, at 12:08 o'clock P.M., and recorded in book/reel/volume No. M90 on page 20875 or as fee/tile/instrument/microfilm/reception No. 21512, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk.

By Pauline M. Minkler Deputy

Fee \$33.00