

15.13

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of October, 1990,  
by and between Lynn D. Mortenson and Anne Mortenson  
hereinafter called the first party, and Robert F. Warnick and Beth M. Warnick  
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 7 of Olene Hills Tract 1251, 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 acknowl-  
edged 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 de-  
scribed 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:

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 October 9th, 1990.

*Lynn D. Mortenson*  
Lynn D. Mortenson

*Anne Mortenson*  
Anne Mortenson

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

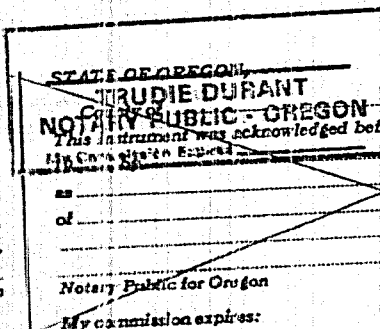
This instrument was acknowledged before me on Oct. 9th, 1990, by

Lynn D. Mortenson and  
Anne Mortenson

*Trudie Durant*  
Notary Public for Oregon

(CHECK)

My commission expires: 9/30/92



(SEAL)

# AGREEMENT FOR EASEMENT BETWEEN

Mortenson

AND

AFTER RECORDING RETURN TO

KLAMATH FIRST FEDERAL S&L  
1943 SOUTH SIXTH STREET  
KLAMATH FALLS, OREGON 97603

SPACE RESERVED  
FOR  
RECORDERS USE

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 20877 or as fee/file/instrument/microfilm/reception No. 21513, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, county Clerk

NAME TITLE  
By *Evelyn Biehn* Deputy

Fee \$33.00