

ONE

22677

mle 24205  
mle 24604  
AGREEMENT FOR EASEMENT Vol. m90 Page 22968

THIS AGREEMENT, Made and entered into this 29th day of October, 1990,  
by and between DAVE WEST and Linda M. West and Bonnie Jean McFall  
hereinafter called the first party, and JOHN A. BACCHETTI  
, 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 2 in Block 25 of SECCND ADDITION TO THE CITY OF KLAMATH FALLS,  
according to the official plat thereof on file in the office of the  
County Clerk of 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 over the South one-foot of said Lot 2 for maintenance of a structure situate upon Lots 3 and 4 of said Block 25, Second Addition to the City of Klamath Falls.

(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:

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 ..... 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 .....100%. (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~~ November 5, 1990.

*Linda M. West*

Daye West

Linda M. West

FIRST PARTY

*Bonnie Jean McFall*  
Bonnie Jean McFall (first Party)

*John A. Bacchetti*  
John A. Bacchetti

SECOND PARTY

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

SEE ATTACHED PAGE FOR ADDITIONAL NOTARY ACKNOWLEDGMENT

STATE OF OREGON,

County of *Klamath*

This instrument was acknowledged before me on

*Nov. 9*, 1990, by *Bonnie*

*Jean McFall*

*Therese Depue*  
Notary Public for Oregon

My commission expires: *Aug 24, 1990*

STATE OF OREGON,

County of .....

This instrument was acknowledged before me on

19....., by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

# AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

*mtc*

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of ..... } ss.

I certify that the within instrument was received for record on the ..... day of ..... 19....., at ..... o'clock ..... M., and recorded in book/reel/volume No. .... on page ..... or as fee/file/instrument/microfilm/reception No. .... Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME ..... TITLE .....  
By ..... Deputy

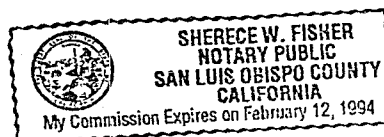
3001 (8/82) Individual First American Title Company

STATE OF CALIFORNIA  
COUNTY OF San Luis Obispo ss.On November 5, 1990 before me, the undersigned, a Notary Public in and for  
said State, personally appearedDave West and  
Linda M. West

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Sherice W. Fisher

(This area for official notarial seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 16th day  
of Nov. A.D., 19 90 at 10:11 o'clock A M., and duly recorded in Vol. M90,  
of Deeds on Page 22968.

Evelyn Biehn - County Clerk

By

Paulene Mickelson

FEE \$38.00