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26483

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 25 day of FEB, 1991,
by and between CHARLES A. & ELAYNE POWERS
hereinafter called the first party, and WILLIAM S. ~~POWERS~~ & ANN R. FINNEGAN
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:

THE $E\frac{1}{2}$ OF THAT PORTION OF $N\frac{1}{2} N\frac{1}{2} N\frac{1}{2} NE\frac{1}{4}$ THAT LIES
WEST OF HIGHWAY #97 IN SECTION 28, TOWNSHIP 34
SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, ORE.

R-3407-028A0-00700-000 (MAP NUMBER)

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

A ROAD EASEMENT ACROSS THE PROPERTY ON A NORTH/
SOUTH LINE FOLLOWING A NATURAL VALLEY ACROSS
SAID PROPERTY.

(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 INDEFINITE, 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:

A LINE DOWN THE CENTER OF THE ROAD TO BE BUILT FOLLOWING THE NATURAL VALLEY ACROSS SAID PROPERTY.

and second party's right of way shall be parallel with said center line and not more than Eight 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 50% and the second party being responsible for 50%. (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 MARCH 4, 1991.

Charles A. Powell

William J. Finnegan

Elyse Powell

Ann R. Finnegan

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on March 4, 1991, by William J. Finnegan and Ann R. Finnegan

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

by _____

as _____

of _____

Phyllis R. Rutledge
Notary Public for Oregon
My commission expires April 15, 1994

**AGREEMENT
FOR EASEMENT
BETWEEN**

AND

AFTER RECORDING, RETURN TO

William J. Finnegan
PO BOX 728
Chiloquin OR. 97624

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within-instrument was received for record on the 4th day of March, 1991, at 9:34 o'clock A.M., and recorded in book/reel/volume No. M91 on page 3817 or as fee/file/instrument/microfilm/reception No. 26483, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME Phyllis R. Rutledge TITLE Deputy

Fee \$33.00