

ONBE

32986

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 18th day of April, 1991,
by and between Denise McClintock
hereinafter called the first party, and Arthur R. and Helen Sisco, 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:

Portion of NW 1/4 NW 1/4 NW 1/4 of Section 28, T34, R8 WM. (Account
8-3408-500) more particularly described as follows: The westerly 20
feet of that part of the North 1/2 that lays North of Sprague River
Highway and West of the Sprague River.

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 exclusive right of way easement 16' in width in an east-west
direction approx. 20' in distance to allow ingress and egress to the
property adjacent to the east and sharing a common boundary along
the ease line of this property.

The appurtenant parcel described as: A 4.75 acre parcel,
Account No. 8-3408-28B0-400.

(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:

Only one such roadway will be allowed to cross this property.

19 AUG 9 PM 12-52
CNU 16

ck
33.00

15568

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:

To be located in such an area as to provide the most feasible all weather access route considering good road construction practices and the existing ground elevations of the terrain.

and second party's right of way shall be parallel with said center line and not more than 8 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 6.18.91, 1991

X Denise McClintock

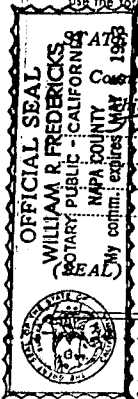
X Arthur R. Sisco

X John M. Sisco

FIRST PARTY

SECOND PARTY

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



STATE OF OREGON, CALIFORNIA

County of Napa

This instrument was acknowledged before me on June 18, 1991, by

Denise McClintock

William R. Fredericks

Notary Public for Oregon

My commission expires: May 5, 1993

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

AFTER RECORDING RETURN TO

John R. Wells
1100 Lynnewood Blvd.
Klamath Falls, Or. 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 8th day of Aug., 1991, at 12:52 o'clock P.M., and recorded in book/reel/volume No. M91 on page 15567 or as fee/file/instrument/microfilm/reception No. 32987. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By _____ Deputy

Fee \$33.00