

ONE
34970

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 18 day of September, 19 91,
by and between Velda M. Smith
hereinafter called the first party, and John Q. House
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:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, and Government Lot 32 of Section 17, Township 36 South,
Range 12 East of the Willamette Meridian.

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 for
ingress and egress

(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, and shall retain the right to use the easement for ingress and egress to*

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. *adjacent property.

The easement described above shall continue for a period of perpetuity, always subject,
however, to the following specific conditions, restrictions and considerations:

1. Second party to blade, grade and gravel the roadway within the easement.
2. Second party to fence the easement with five strand barbed wire fence no later than August 31, 1992, and provide a gated access to First parties property.
3. Second party to provide a stock watering tank and stock water on the North line of First parties proeprty with permanent underground 3/4 inch pipe, float valve and self draining device, no later than September 1, 1992, and provide livestock access to present source until tank is operational. This provision shall be perpetual and shall run with the land.

91 SEP 24 AM 9 32

Beginning at the section corner common to Sections 16, 17, 20 and 21, T. 36 S. R. 12 E.W.M., thence South along east line 60 feet; thence at right angles West 60 feet; thence at right angles North 100 feet; thence Northeasterly 100 feet to a point that is 30 feet West of the East line of Section 17; thence North parallel to said East line to the North boundary of Government Lot 32; thence East 30 feet to the East section line of Section 17; thence South 660 feet more or less to the point of beginning.

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 September 18, 1991

Velda M. Smith

John O. House

(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
September 18th, 1991, by
John O. House

John O. House

State of Oregon
County of Klamath

This instrument was acknowledged before me
on September 23, 1991, by Velda M. Smith

(SEAL)

My commission expires: 12-19-92

Notary Public for

My Commission expires 12-19-92

AND

AFTER RECORDING RETURN 'O

Velda M. Smith
Box 103
Beatty, Oregon 97621

SPACE RESERVED
FOR
RECORDER'S USE

Fees 33.00

STATE OF OREGON, } ss
County of Klamath }

I certify that the within instrument was received for record on the 24th day of September, 1991, at 9:32 o'clock A.M., and recorded in book/reel/volume No. M91 on page 19218 or as tee/tile/instrument/microfilm/reception No. 34970, Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk
NAME TITLE
By Pauline M. Mendenhall Deputy