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37536

## AGREEMENT FOR EASEMENT

Vol. 1991 Page 24113

THIS AGREEMENT, Made and entered into this 14th day of November, 1991, by and between DAVID H. WIRTZ AND BETTY JO WIRTZ, husband and wife hereinafter called the first party, and DAVID M. WIRTZ AND DEBORAH D. WIRTZ, 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:

A portion of the NW 1/4 of SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the Southwesterly corner of Lot 1, Block 4, Chemult; thence Southwesterly along the North line of 3rd Street extended of Chemult 160 feet more or less to the West line of said NW 1/4 SW 1/4; thence South on the West line of said NW 1/4 SW 1/4 to its intersection with the South line of said 3rd Street, extended; thence Northeasterly along South line of said 3rd Street extended 195 feet more or less to the Northwest corner of Lot 6, Block 5, Chemult; thence Northwesterly along the West line of said Block 5 extended 80 feet more or less to the point of beginning.

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 for ingress and egress 30 feet in width over the above described property for the benefit of the real property described in attached Exhibit "A".

(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 .....%. (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 November 14, 1991

David H. Wirtz

Betty Jo Wirtz  
FIRST PARTY

David M. Wirtz

Deborah D. Wirtz  
SECOND PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on Nov 14, 1991,  
by DAVID M. WIRTZ, DEBORAH D. WIRTZ, DAVID H. WIRTZ & BETTY JO WIRTZ

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.

Mina M. Earl  
Notary Public for Oregon  
My commission expires June 10-1994

# AGREEMENT FOR EASEMENT BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

ETER RECORDING RETURN TO

Wirtz  
PO Box 69  
Chenault OR 97731

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

24115

MTC NO: 26469

EXHIBIT A  
LEGAL DESCRIPTION

That portion of the NW 1/4 of SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence Southerly along the West line of said NW 1/4 SW 1/4, 412 feet; thence Northeasterly along the North line of 3rd Street extended, 150 feet to the Southwest corner of Block 4 of the Town of Chemult, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, thence Northwesterly along the Westerly line of said Block 4, a distance of 379 feet to the North line of said NW 1/4 SW 1/4; thence Westerly 13.6 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 18th day  
of Nov. A.D., 19 91 at 3:07 o'clock P.M., and duly recorded in Vol. M91,  
of Deeds on Page 24113.

FEE \$38.00

Evelyn Biehn County Clerk

By *Pauline M. Mendenhall*