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## AGREEMENT FOR EASEMENT

Vol. m92 Page 371

THIS AGREEMENT, Made and entered into this 4th day of December, 1991,  
by and between PAULINE H. GIENGER  
hereinafter called the first party, and MIKE J. CAUDILL  
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:

S½ NE¼ Section 27, Township 35 South, Range 11 East of the Willamette  
Meridian, 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 for use in common with other property owners a non-exclusive easement described as follows:  
A 60.00 foot wide strip of land generally following an existing roadway located in the S½ NE¼ of Section 27, Township 35 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon for the purpose of ingress, egress and utilities, the centerline of said strip of land being more particularly described as follows: Beginning at a point on the westerly right-of-way line of Tableland Road, said point being 30.00 feet North of the southerly line of the NE¼ of Section 27, Township 35 South, Range 11 East of the Willamette Meridian; thence westerly parallel with the southerly line of said NE¼ 300 feet, more or less, to the center of an existing road; thence northwesterly along the centerline of said road 1500 feet, more or less, to a point 30.00 feet South of the north line of the SW¼NE¼ of said Section 27; thence westerly parallel with the north line of said SW¼NE¼ 400 feet, more or less, to the east line of the SE¼NW¼ of said Section 27.  
(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:

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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: N/A

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 ..... December 12, 1991.

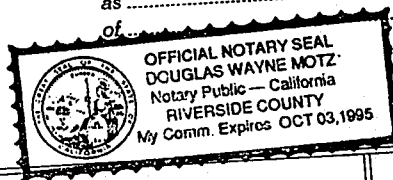
*Pauline H. Gienger*  
PAULINE H. GIENGER

*Mike J. Caudill*  
MIKE J. CAUDILL

FIRST PARTY

SECOND PARTY

*X* STATE OF ~~OREGON~~ CALIFORNIA County of *Riverside* ss.  
This instrument was acknowledged before me on ..... December 12, 1991,  
by *MIKE J. CAUDILL*  
This instrument was acknowledged before me on ....., 19.....  
by .....  
as .....  
of .....



*Douglas W. Motz*  
Notary Public for ~~Oregon~~ California  
My commission expires .....

### AGREEMENT FOR EASEMENT

BETWEEN

PAULINE H. GIENGER

AND  
MIKE J. CAUDILL

AFTER RECORDING RETURN TO

PAULINE H. GIENGER  
HC 30 Box 55  
Chiloquin, OR 97624

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.

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

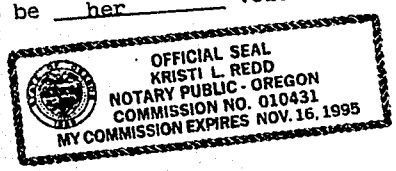
State of Oregon

December 18, 1991

County of Klamath

Personally appeared the above named PAULINE H. GIENGER,  
and acknowledged the foregoing instrument to be her voluntary act and  
deed.

WITNESS My hand and official seal.



(seal)

Kristi L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 7th day  
of Jan. A.D., 19 92 at 3:43 o'clock P M., and duly recorded in Vol. M92,  
of Deeds on Page 371.  
By Evelyn Biehn County Clerk  
Pauline Mullendare

FEE \$38.00