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AGREEMENT FOR EASEMENT

24th

August

93

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____,
by and between Robert L. Harris and Frances J. Harris
hereinafter called the first party, and Garland Norris Gaines
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 $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ and that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ lying west of Highway 97 in Section 16, Township 34 south, Range 7 east of the Willamette Meridian, Klamath County, Oregon, excepting therefrom the south 340 feet of the E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ and that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ lying west of Highway 97 in Section 16, Township 34 south, Range 7 east, of the Willamette Meridian, in the County of Klamath, State of Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the 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, egress, and utilities over a 60 foot portion of the property along the easterly side of the W $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ lying west of Highway 97 and approximately parallel to Highway 97 and that portion lying within the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ meandering from a point near Highway 97 westerly to the property line in Section 16, Township 34 south, Range 7 east, Willamette Meridian, county of Klamath, State of Oregon. For the benefit of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 16, Township 34 south, Range 7 east of the Willamette Meridian, Klamath County, Oregon.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Robert L. Harris

Frances J. Harris

AND

Garland Norris Gaines

SPACE RESERVED
FOR
RECORDER'S USE

After recording return to (Name, Address, Zip):

Garland Norris Gaines

34661 Apache Drive

Julian, CA 912036

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

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The second party shall have all rights of ingress and egress to and from the 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 the real estate, the center line of the easement is described as follows: Meandering

and second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless 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.) Not addressed.

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

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 (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Robert L Harris
Frances J. Harris
First Party

Garland Norris Gaines
Second Party

STATE OF OREGON,
County of KLAMATH } ss.
This instrument was acknowledged before me on
AUGUST 24, 1993, by ROBERT L
HARRIS as FIRST PARTIES
of Agreement

STATE OF OREGON,
County of KLAMATH } ss.
This instrument was acknowledged before me on,
AUGUST 24, 1993, by GARLAND NORRIS
GAINES as SECOND PARTY
of Agreement

Peggy Idonas
Notary Public for Oregon
My commission expires 12/16/94



OFFICIAL SEAL
PEGGY IDONAS
NOTARY PUBLIC-OREGON
COMMISSION NO. 003372
MY COMMISSION EXPIRES DEC. 16, 1994

Peggy Idonas
Notary Public for Oregon
My commission expires 12/16/94

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 25th day
of Aug. A.D., 19 93 at 10:50 o'clock A M., and duly recorded in Vol. M93,
of _____ Deeds on Page 21321.

FEE \$35.00

Evelyn Biehn . County Clerk
By Pauline Melendore