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Vol. m 93 Page 21323



AGREEMENT FOR EASEMENT

bmb
 THIS AGREEMENT, Made and entered into this 24th day of August, 19 93,
 by and between Ramon E. Winters & Marion B. Winters
 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:
 A parcel of land situated in the SE $\frac{1}{4}$ of Section 16, Township 34 south, Range 7 east, of
 the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod on the west right-of-way line of Oregon State Highway 97,
 said iron rod being N89°19'39" W. 467.89 feet and N. 01°51'20" E. 639.07 feet from the
 southeast corner of said Section 16; thence N. 89°19'39" W. 698.00 feet to a 5/8" iron rod;
 thence south 13°31'05" W. 306.61 feet to a 5/8" iron rod on the north line of that
 property conveyed to Charles A. Farley and wife by deed recorded at Page 21566 of
 Volume M80 of the Klamath County Deed Records; thence S. 89°19'39" E. along said north
 line 760.00 feet to a 5/8" iron rod on the said right-of-way line of Highway 97; thence
 N 01°51'20" E. 299.00 feet to the point of beginning, containing 5.0 acres more or less.

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 in Section 16, Township 34 south, Range 7 east, Willamette
 Meridian, County of Klamath, State of Oregon.

For the benefit of the SE $\frac{1}{4}$ 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

Ramon E. Winters

Marion B. Winters *bmb*

AND

Garland Norris Gaines

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

Garland Norris Gaines

34661 Apache Drive

Julian, CA 92036

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/tile/instru-
 ment/microfilm/reception No. _____,
 Record of _____
 of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____, Deputy

35

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.

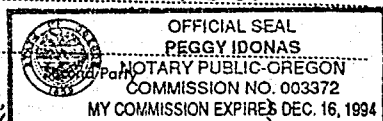
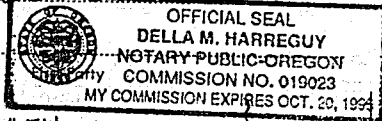
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

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.

[Signature]

Garland Norris Gaines



STATE OF OREGON,
County of KLAMATH

STATE OF OREGON,
County of KLAMATH

This instrument was acknowledged before me on August 24, 1993, by Raymon E. Winters as First Party of Agreement

This instrument was acknowledged before me on August 24, 1993, by Garland Norris Gaines as Second Party of Agreement

Della M. Harreguy
Notary Public for Oregon
My commission expires 10-20-94

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., 1993 at 10:50 o'clock A M., and duly recorded in Vol. M93 of Deeds on Page 21323.

FEE \$35.00

Evelyn Biehn County Clerk
By *Pauline Mulender*