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AGREEMENT FOR EASEMENT

Vol. m93 Page 23088

THIS AGREEMENT, Made and entered into this 9th day of September, 1993,
by and between Trustees of J. Mac Donald Living Trust,
hereinafter called the first party, and John T. Mac Donald & Vicki M.
Mac Donald, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath Co.
County, State of Oregon, to-wit:

SE 1/4 NE 1/4 of section 5 Township 25S,
Range 8 E. of the Willamette Meridian

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 over existing
Private road way for ingress and egress and
Utility.

N 1/2 S 1/2 SW 1/4 NE 1/4 section 5,
Township 25 South, Range 8, East
of the Willamette Meridian.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Mac Donald Living Trust
P.O. Box 25
Crescent, Oregon, 97733

AND

John T. Mac Donald & Vicki M. Mac Donald
1129 Stockton Ave.
So. Lake Tahoe, CA 96150

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

John T. Mac Donald
1129 Stockton Ave.
So. Lake Tahoe, CA 96150

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

Witness my hand and seal of
County affixed.

NAME TITLE
By....., Deputy

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:

Access easement for utility's and access.

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:

on west boundary of SE 1/4 NE 1/4 of section 5
Township 25 Range 8 E on existing Road.

and second party's right of way shall be parallel with the center line and not more than 15 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.)

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.

John Edward MacDonald Trustee John MacDonald
Esther Corrine MacDonald Trustee Vicki Mae Donald

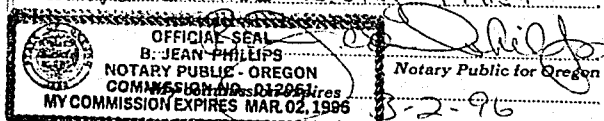
First Party

Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
Sept 9, 1993, by John Edward MacDonald
and Esther Corrine MacDonald as Trustees of the
MacDonald Living Trust

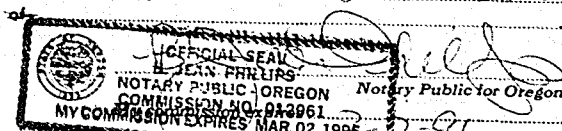


Notary Public for Oregon

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
Sept 9, 1993, by John T. MacDonald
and Vicki Mae MacDonald



Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of John MacDonald the 9th day
of Sept. A.D., 19 93 at 2:05 o'clock P M., and duly recorded in Vol. M93
of Deeds on Page 23088.

FEE \$35.00

Evelyn Biehn County Clerk

By Donna M. Mendenhall