

ONBE

68021

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 27th day of August, 1993,
by and between Michael S. Wehde and Beverly R. Casebier
hereinafter called the first party, and Ronald James Bradbury
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 NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 T40S R08E W1

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

A roadway and utility easement fifty (50) feet in width for the purposes of ingress and egress, and overhead and underground utilities over and across real estate belonging to the First Party.

(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:

It is agreed between the First Party and Second Party that any roadway or utilities placed on the subject easement will be constructed in such a manner as to minimize or eliminate the need to remove any trees that are not absolutely necessary to remove.

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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: Beginning at a point on the west boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ from which the southwest corner thereof bears S00°31'52"E, 160.0 feet distant; thence along an existing roadway in a southeasterly direction to a point on the southerly boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ from which the southwest corner thereof bears N89°44'49"W, a distance of 100.0 feet.

and second party's right of way shall be parallel with said center line and not more than Twenty Five 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 ...N.A...% and the second party being responsible for ...N.A...%. (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 _____, 19____

Michael S. Wehde

Beverly R. Casebier

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of _____ Klamath _____) ss.

This instrument was acknowledged before me on August 27, 1993, by Michael S. Wehde and Beverly R. Casebier

This instrument was acknowledged before me on _____, 19____

by _____

as _____

of _____



Mary Kenneally

Notary Public for Oregon
My commission expires 4/20/96

AGREEMENT FOR EASEMENT

BETWEEN

Michael Wehde & Beverly Casebier

AND

Ronald Bradbury

AFTER RECORDING RETURN TO

Mountain Title Co.
222 So. Sixth St.
Klamath Falls, Or. 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____ Klamath _____

I certify that the within instrument was received for record on the 13th day of Sept., 1993, at 3:38 o'clock P.M., and recorded in book/reel/volume No. M93 on page 23537 or as fee/file/instrument/microfilm/reception No. 68021, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk.

By *Evelyn Biehn* Deputy

Fee \$35.00