

HL

68023

MTC 30669-mk

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 27th day of aug., 1993,
 by and between George Bryner and Yvonne Bryner
 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 NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 T40S R08E WM

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

A non-exclusive roadway and utility easement twenty five (25) feet in width over an existing easement as described in Klamath County Deed Records at Volume M76-14508 and Volume M-76-14762 said easement to be for the purposes of ingress and egress, and overhead and underground utilities over and across real estate belonging to the First Party being more specifically described as the easterly twenty five (25) feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21 T40S R08E WM, 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

George & Yvonne Bryner

AND

Ronald James Bradbury

SPACE RESERVED
FOR
RECORDER'S USE

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

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

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:

N.A.

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:

N.A.

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

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.

George Bryner
George Bryner
First Party
STATE OF OREGON,)
County of _____) ss.

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____.

Notary Public for Oregon
My commission expires _____

Second Party
STATE OF OREGON,)
County of _____) ss.

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____.

Notary Public for Oregon
My commission expires _____

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STATE OF CaliforniaCOUNTY OF Lake

} ss.

On August 27, 1993 before me, the undersigned, a Notary Public in and for said State personally appeared George and yvonne Bryner

Name(s) of Signer(s)

☒ Personally known to me OR ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~they~~ they executed the same in ~~my~~ their authorized capacity(ies), and that by ~~my~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



(This area for official notarial seal)

Michele Teresa Lujan

Name (Typed or Printed)

Capacity Claimed by Signer:

- ☒ Individual(s)
☐ Corporate Officer(s)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:

Name of person(s) or Entity(ies)

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to another document

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT THE
RIGHT:

Title or Type of Document Agreement EasementNumber of Pages 1 Date of Document 8-27-93

Signer(s) Other Than Named Above _____

SAV-191 (11/91)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 13th day
of Sept. A.D. 19 93 at 3:38 o'clock P.M. and duly recorded in Vol. M93
of Deeds on Page 23541
By Evelyn Biehn County Clerk

FEE \$40.00