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FORM No. 926—GENERAL EASEMENT.

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STEVENESS LAW PUBLISHING CO., PORTLAND, OR 97204

AGREEMENT FOR EASEMENT

Vol. 193 Page 29863

THIS AGREEMENT, Made and entered into this 5th day of November, 1993, by and between MICHAEL S. WEHDE AND BEVERLY R. CASEBIE, hereinafter called the first party, and GENE H. BUNNELL AND CATHIE R. BUNNELL, husband and wife, AND SHAMROCK DEVELOPMENT COMPANY, 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 NW1/4SE1/4 of Section 21, Township 40 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency, or as to its effect upon the title to any real property that may be described therein.

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 roadway and utility easement fifty (50) feet in width for the purposes of ingress and egress over the existing road appurtenant to real property of the Second Party described as follows: The SW1/4SE1/4 of Section 21, Township 40 South, Range 8, E.W.M. Klamath County, Oregon, and the N1/4 of the NE1/4 of the NW1/4 and the SE1/4 of the NW1/4 of Section 28, Township 40 South, Range 8, E.W.M., 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  
AND

After recording return to (Name, Address, Zip):  
Gene Bunnell et ux, et al

2206 Kimberly Dr.  
Klamath Falls, Oregon 97603

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.

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:

It is agreed between the parties 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 the real estate, the center line of the 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 the center line and not more than twenty five 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.

When 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.

Michael S. Wehde

Michael S. Wehde

Beverly R. Casebia

Beverly R. Casebia

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

November 10, 1993 by Michael S. Wehde and Beverly R. Casebia

of Gene H. Bunnell and Cathie R. Bunnell

Notary Public for Oregon

MY COMMISSION EXPIRES MAR 02, 1996

Gene H. Bunnell

Gene H. Bunnell

Cathie R. Bunnell

Cathie R. Bunnell

Shamrock Development Company

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

11-11-93, 19 93 by Paula Muller

of Shamrock Development

Notary Public for Oregon

MY COMMISSION EXPIRES MAR 02, 1996

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 12th day of November A.D., 19 93 at 10:15 o'clock A.M., and duly recorded in Vol. M93 of Deeds on Page 29863

FEE \$35.00

Evelyn Biehn County Clerk

By Annette Mueller