

MT31367-KR

No.

72112

12-01-93A10:09 RCVD

Vol. m93 Page 31842

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of November, 1993,  
by and between B.P. BONDS, OLA W. BONDS, BETTY B. CRUTCHFIELD AND TERESA L. HARDIN  
hereinafter called the first party, and TIMOTHY G. ENGQUIST  
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 West  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of Lot 19, EXCEPT the East 65 feet thereof and the  
West  $\frac{1}{2}$  of Lot 20, EXCEPT the East 65 feet thereof, in Block 7, ALTAMONT ACRES,  
according to the official plat thereof on file in the office of the County  
Clerk of Klamath County, Oregon.

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  
maintenance of the exterior wall, eaves and appurtenances thereto encroaching  
over onto the real property of the First Party as shown on the attached Exhibit  
"A" and made a part hereof. Said easement is appurtenant to the South  $\frac{1}{2}$  of Lot  
19 in Block 7 of ALTAMONT ACRES, according to the official plat thereof on file  
in the office of the County Clerk of Klamath County, Oregon, Excepting therefrom  
the East 5 feet thereof conveyed to Klamath County for road purposes.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Bonds et al

AND

Timothy G. Engquist

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Mountain Title Company  
232 S. 6th St  
Klamath Falls, OR 97601

STATE OF OREGON.

County of \_\_\_\_\_

SR.

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:

no debris shall be left on the easement at any time

B.P. Bonds  
O.W. Bonds  
Teresa L. Hardin

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:

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 100%. (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.

B.P. Bonds

Ola W. Bonds

Timothy G. Engquist by  
General R. Stone his attorney-in-fact  
Timothy G. Engquist

Second Party

State of Oregon )

S.S.

County of Klamath )

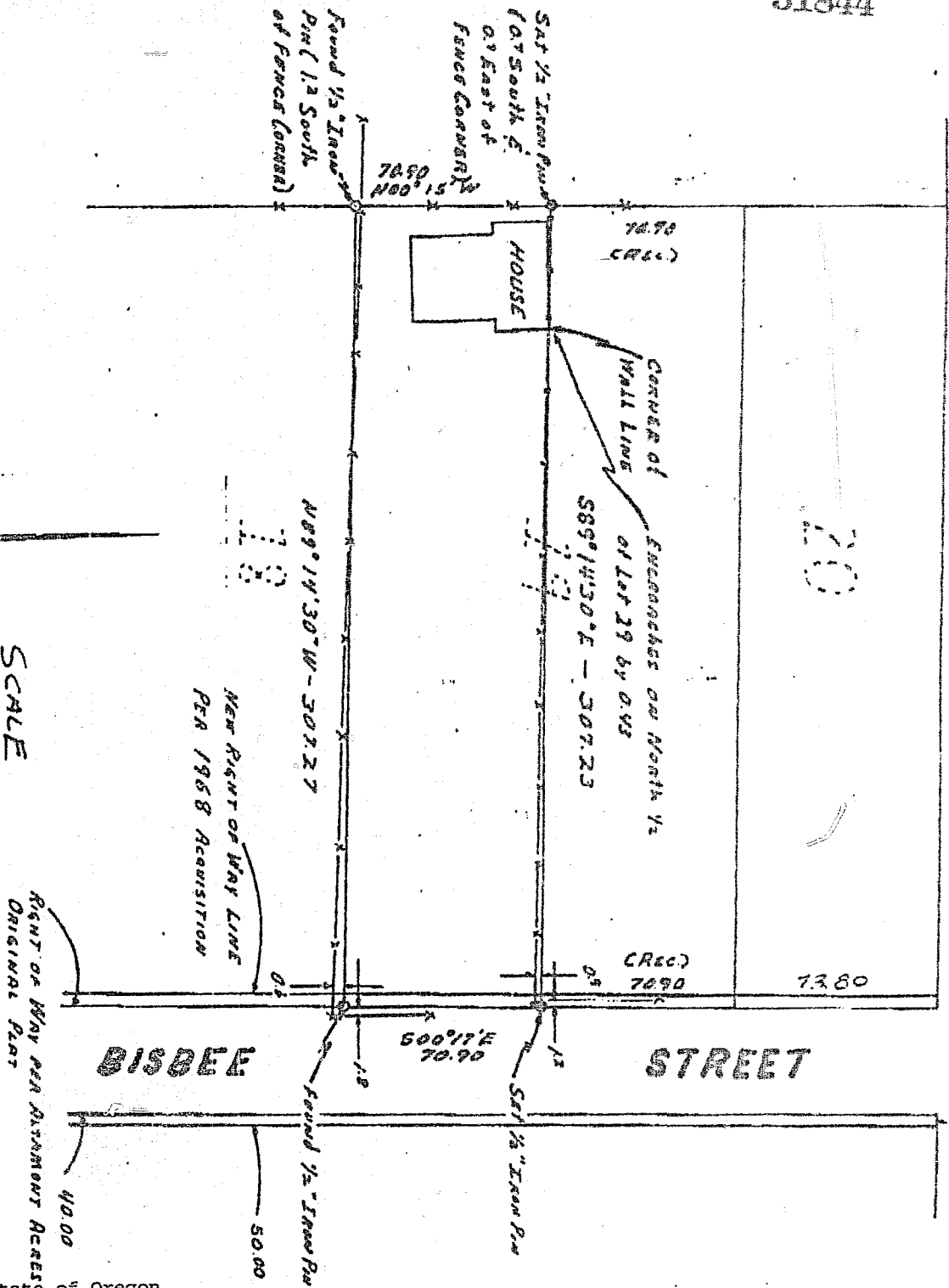
On this 4th day of November, 1993, personally appeared before me, B.P. Bonds,  
Ola W. Bonds, Betty B. Crutchfield, Teresa L. Hardin, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.



Mary E. Groover  
Notary Public  
My Commission Expires 9/18/94

## EXHIBIT "A"

31844



State of Oregon

County of KlamathNovember 30, 19 93

Personally appeared the above named TERESA K. STARR as attorney-in-fact for TIMOTHY G. ENNGQUIST and acknowledged the foregoing instrument to be HIS voluntary act and deed.

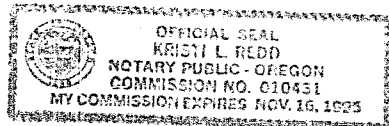
WITNESS My hand and official seal.

(seal)

Kristi L. Redd  
Notary Public for Oregon

My Commission expires: 11/16/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.



Filed for record at request of Mountain Title Co the 1st day of Dec. A.D., 19 93 at 10:09 o'clock A.M., and duly recorded in Vol. M93 of Deeds on Page 31842.

Evelyn Biehn County Clerk

By Douglas Mulendore

FEE \$40.00