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04-19-94P03:38 RCVD

MTC 31365KR

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## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this First day of April, 1994,  
by and between Albert C. and Esther L. Acklin, husband and wife,  
hereinafter called the first party, and Roger W. Lee, Sr. and B. Laverne Lee, husband and wife,  
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:

Parcel 1 of Land Partition No 29-93 situated in the SE $\frac{1}{4}$  of Section 1,  
Township 39 South, Range 9 East of the Willamette Meridian, 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

A 30 Ft. non-exclusive private easement along the north side of parcels  
1 and 2 as per land partition 29-93 and appurtant to parcels 1, 2 and 3  
of said partition.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Albert and Esther Acklin

AND

Albert and Esther Acklin

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

Albert and Esther AcklinP.O. Box 937Klamath Falls, OR 97601SPACE 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:

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:

Reference is made to land partition 29-93.

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 1.00.....%. (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.

Albert C. Acklin  
ALBERT C. ACKLIN

Esther L. Acklin  
ESTHER L. ACKLIN

First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on  
April 19, 1994, by

ALBERT C. ACKLIN & ESTHER L. ACKLIN

Kristi L. Redd  
Notary Public for Oregon

My commission expires 11/16/95

Roger W. Lee, Sr.  
ROGER W. LEE, SR.

B. Laverne Lee  
B. LAVERNE LEE

Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on  
April 19, 1994, by

ROGER W. LEE, SR. AND B. LAVERNE LEE

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 19th day  
of April A.D., 19 94 at 3:38 o'clock P M., and duly recorded in Vol. M94,  
of Deeds on Page 11653

FEE

County Clerk  
By Dorlene Millersdale