

NL
134193

07-12-94P03:41 RCV'D

MTC 32154-K3 Vol m94 Page 21551

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this First day of April, 1994,
 by and between Albert C. and Esther I. Acklin, husband and wife,
 hereinafter called the first party, and WILLIAM R. WYNN and BERNICE M. WYNN, 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.

The first party does hereby grant, assign and set over to the second party, the unrestricted right to have and to hold the following described easement, which is described as follows:

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

It is further agreed that the second party shall have the right to use the easement for the purpose of ingress and egress, and for all other purposes as may be necessary or convenient in the ordinary course of business.

The first party does hereby grant, assign and set over to the second party,

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 appurtenant to parcels 1, 2 and 3 of said petition.

Witnessed by witness and signed this
 day of July, 1994.

(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

Landowner(s) and lessee(s)
 holder(s) and licensee(s)

Albert and Esther AcklinWilliam R. Wynn & Bernice M. Wynn

After recording return to (Name, Address, Zip):
Albert & Esther Acklin
P.O. Box 937
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 _____

SPACE RESERVED
 FOR
 RECORDER'S USE

21552

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 heretby 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:

VICKI WELL LON EVREY

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 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.

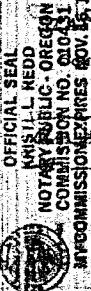
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day of year first hereinabove written.

X *Albert C. Actlin**Weller R. Hyatt*

X *Esther L. Actlin*
First Party
STATE OF OREGON, COUNTY OF KLAMATH

Beverice M. Wynn
Second Party
STATE OF OREGON, COUNTY OF KLAMATH

OFFICIAL SEAL



NOTARY PUBLIC - OREGON
COMMISSION NO. GLO 11111
EXPIRES NOV. 1995

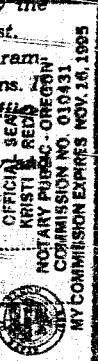
This instrument was acknowledged before me on July 12, 1994, by *Albert C. Actlin*
Esther L. Actlin

Kristie F. Bell
My commission expires 11/16/95

Notary Public for Oregon
11/16/95

This instrument was acknowledged before me on July 12, 1994, by *Weller R. Hyatt*
and *Beverice M. Wynn*

Kristie F. Bell
Notary Public for Oregon
My commission expires 11/16/95



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ July A.D. 1994 at 3:45 o'clock P.M., and duly recorded in Vol. M94,
of Deeds on Page 21551.

Evelyn Biehn County Clerk

By *Caroline Mullendore*

FEE \$35.00