

84193

07-12-94P03:45 PCVD

AGREEMENT FOR EASEMENT

MTC 37154-KH Vol. 94 Page 21551

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.

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.

(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 AcklinAlbert and Esther Acklin
William R. Wynn & Bernice M. Wynn

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

Albert & Esther Acklin
P.O. Box 937
Klamath Falls, OR 97601STATE 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.

By _____ TITLE
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 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. Acklin*

William R. Wynn

X *Esther L. Acklin*

Bernice M. Wynn

First Party

Second Party

STATE OF OREGON,

STATE OF OREGON,

County of

County of

Klamath

Klamath

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

This instrument was acknowledged before me on July 12, 1994, by *William R. Wynn* and *Bernice M. Wynn*

Kristen L. Redd

Kristen L. Redd

Notary Public for Oregon
My commission expires 11/16/95

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 12th day of July A.D., 1994 at 3:45 o'clock P.M., and duly recorded in Vol. M94, of Deeds on Page 21551

FEE \$35.00

Evelyn Blehn County Clerk

By *Dorlene Mendenhall*