

07-27-94 11-19 RCVD

84922

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## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of December, 1992,  
by and between FINLEY STACEY AND CAROL A. STACEY, husband and wife  
hereinafter called the first party, and RICHARD J. ROWE AND CYNTHIA J. ROWE, husband and wife  
hereinafter called the second party;

WITNESSETH:

Klamath

WHEREAS: The first party is the record owner of the following described real estate in \_\_\_\_\_  
County, State of Oregon, to-wit:

That certain real property described in instrument recorded in Volume m81 at page  
3578, Microfilm Records of Klamath County, Oregon, attached hereto and made a part hereof.

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 over and across  
that certain 16 foot roadway (right of use) as described on Survey No. 1495 as filed  
in the Klamath County Engineers Office and being situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of section 29  
and the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 32, Township 39 South Range 8 E.W.M., Klamath County, Oregon  
to the real property of the second party being Account No. 3908-29D0-100 situate in the  
SE $\frac{1}{4}$  of Section 29 Township 39 South Range 8, E.W.M., Klamath County, Oregon.

Should the named Second party decide to sub-divide or sell the  
property the rights of this easement reverts to the original first  
party.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE 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

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

Richard Rowe  
13047 NW 466  
Klamath Falls, OR 97601-9600



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 1 year, always subject, however, to the following specific conditions, restrictions and considerations:

Richard J. Rowe and Cynthia J. Rowe shall help maintain road in good usable condition and put on gravel or cinders whenever needed.

Upon the sale of said property it shall revert back to Finley Stacey and Carol Stacey.

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 \_\_\_\_\_ %. (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.

*Finley Stacey*  
*Carol Stacey*  
First Party

Second Party

STATE OF OREGON, )  
County of KLAMATH ) ss.

STATE OF OREGON, )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on  
JANUARY 11, 1993, by FINLEY STACEY  
MAY 14, 1993, as CAROL STACEY  
of \_\_\_\_\_

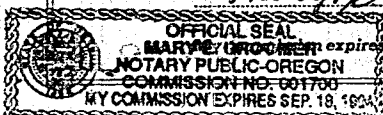
This instrument was acknowledged before me on  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Mary E. Groover*

Notary Public for Oregon

Notary Public for Oregon

My commission expires \_\_\_\_\_



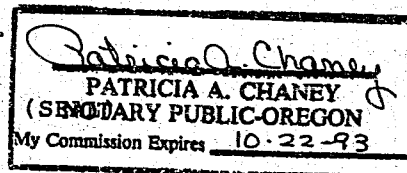
23015

Klamath County, Oregon

On this 14 day of May 1993, personally appeared the  
 above named Carol Stacey and acknowledged the foregoing  
 instrument to be his/hers voluntary act and deed.

Before me: Patricia A. Chaney  
 Notary Public for Oregon

My Commission Expires: 10-22-93



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Richard Rowe the 27th day  
 of July A.D., 19 94 at 11:19 o'clock A.M., and duly recorded in Vol. M94  
 of Deeds on Page 23013

FEE \$40.00

Evelyn Biehn - County Clerk

By Doreen Mullenbore