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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 6th day of July, 1994,
 by and between ROGER L. THORNE AND JACQUELYNNE ANN THORNE, husband and wife
 hereinafter called the first party, and WARREN HAUGH AND ANNA HAUGH, 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:
 The NW $\frac{1}{4}$ SW $\frac{1}{4}$; the Westerly 800 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$; and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$,
 Excepting therefrom the Easterly 132 feet thereof, all in Section 29, Township
 40 South, Range 12 E.W.M., 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 ingress
 and egress over the West 30 feet of the S $\frac{1}{2}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 29, Township
 40 South, Range 12, E.W.M., Klamath County, Oregon and appurtenant to the real property
 of the second party described as follows:
 The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 30, Township 40 South, Range 12, E.W.M.,
 Klamath County, Oregon.

(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

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

WARREN W. HAUGH
 PO Box 71
 Malheur Co. OR 97622

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

ok

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:

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.

Roger L. Thorne
Roger L. Thorne

Nancy Ann Thorne
Nancy Ann Thorne
First Party

STATE OF OREGON

County of Klamath } ss.

This instrument was acknowledged before me

July 14, 1994, by Roger L. Thorne
Nancy Ann Thorne

My commission expires 10-1-96

Warren Haught
Warren Haught

Anna Haught
Anna Haught
Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

July 14, 1994, by Anna Haught
Warren Haught

OFFICIAL SEAL
B. JEAN PHILLIPS
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES MAR 02 1996

Notary Public for Oregon

32-96

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of Warren Haught the 31st day
of Aug A.D. 19 94 at 3:30 o'clock PM, and duly recorded in Vol. M94
of Deeds on Page 27362

FEI. \$35.00

Evelyn Blehn County Clerk

By Debra M. Lindau

OFFICIAL SEAL
REVNA E. HARVEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 002080
EXPIRES OCT. 01, 1994