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10-06-94P01:33 RCVD

MTIC 33366
AGREEMENT FOR EASEMENT

Vol. 94 Page 31335

THIS AGREEMENT, Made and entered into this 30TH day of AUGUST, 1994, by and between JEROME G. EGBERT AND KATHLEEN EGBERT hereinafter called the first party, and TODD MILLER AND KELLY J. MILLER AND THEIR ASSIGNS, hereinafter called the second party;

WITNESSETH:

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

Beginning at an iron pin on the East line of said Section 16, said point being S 00°07'30" W a distance of 366.98 feet from the NE corner of the SE 1/4 NE 1/4 of said Section 16; thence West a distance of 685.98 feet to an iron pin; thence South a distance of 317.97 feet to an iron pin; thence East a distance of 685.29 to an iron pin on the East line of said Section 16; thence N 00°07'30" E along the East line of said Section 16 a distance of 317.97 feet to the point of beginning. Situated in the SE 1/4 NE 1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Survey No. 1118 recorded in the office of the Klamath County Surveyor.

and has the unrestricted right to grant the easement hereinafter described relative to said 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 to adjoining properties over and across the Easterly Sixty (60) feet thereof.

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

The second party shall have all rights of ingress and egress to and from said 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 first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than thirty feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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.)

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 as well.

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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated AUGUST 30TH, 1994..

Jerome G. Egbert
JEROME G. EGBERT

Kathleen Egbert
KATHLEEN EGBERT

FIRST PARTY

Todd Miller
TODD MILLER

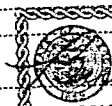
Kelly J. Miller
KELLY J. MILLER

SECOND PARTY

STATE OF OREGON, County of DESCHUTES) ss.

This instrument was acknowledged before me on AUGUST 30TH, 1994..
by JEROME G. EGBERT AND KATHLEEN EGBERT

This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____.



DEVON R. TONEY
Notary Public for Oregon
MY COMMISSION EXPIRES OCTOBER 31, 1996

AGREEMENT FOR EASEMENT BETWEEN

JEROME G. EGBERT

AND

TODD MILLER

AFTER RECORDING RETURN TO

BTC
P.O. BOX 4325
SUNRISE, OR 97707

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

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.

By _____ TITLE _____
Deputy

31337

STATE OF OREGON,

County of Deschutes

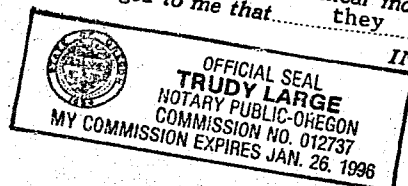
ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 3rd day of October, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named TODD MILLER AND KELLY J. MILLER

known to me to be the identical individual^s they described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Trudy Large
Notary Public for Oregon.
My Commission expires 1-26-96.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co of Oct A.D., 19 94 at 1:33 o'clock P.M., and duly recorded in Vol. 6th day of Deeds on Page 31335 M94.

FEE \$40.00

Evelyn Biehn
By *Evelyn Biehn* County Clerk