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03-24-95P03:42 RCVD

7103

AGREEMENT FOR EASEMENT

Vol 1195 Page

MTC 34099 MS

THIS AGREEMENT, Made and entered into this day of March, 1995,
by and between CARL B. THORNTON
hereinafter called the first party, and WILLIAM W. McPHERSON and EMRIE ADELE McPHERSON, 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 SE1/4 NE1/4 SW1/4 of Section 31, Township 35 South, Range 13 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 foot easement over the Easterly 30 feet of the SE1/4 NE1/4 SW1/4 of Section 31 Township 35 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon, to provide ingress and egress and utilities to the NE1/4 NE1/4 SW1/4 of Section 31, Township 35 South, Range 13, East of the Willamette Meridian, 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

Carl B. Thornton

AND

William & Emrie McPherson

SPACE RESERVED
FOR
RECORDER'S USE

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

William & Emrie McPherson
13303 SE Oarfield Road
Milwaukie, OR 97222

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

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 hereinafter written.

CARL B. THORNTON

WILLIAM W. MCPHERSON

EMRIE ADELE MCPHERSON

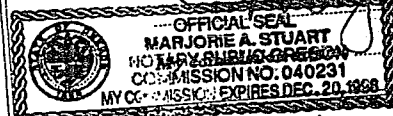
Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on
March 24, 1995, by Carl B. Thornton

of



Notary Public for Oregon

STATE OF OREGON,

County of CLACKAMAS

This instrument was acknowledged before me on
22 MARCH, 1995, by WILLIAM W. MCPHERSON
EMRIE ADELE MCPHERSON

of



MY COMMISSION

My commission expires
DUANE L. DAVIS
NOTARY PUBLIC - OREGON
NO. 019615
S NOV. 2, 1996

Notary Public for Oregon
NOV 2 1996

ALL-PURPOSE ACKNOWLEDGMENT

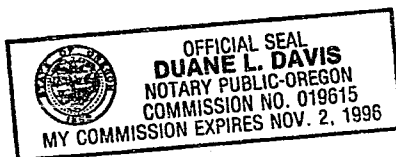
State of OREGON
 County of CLACKAMAS

On 27 MARCH 1995 before me, DUANE L. DAVIS
DATE NAME TITLE OF OFFICER E.G. "JANE DOE NOTARY PUBLIC"

personally appeared WILLIAM W. McPHERSON & EMILIE ANNE McPHERSON
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Duane L. Davis
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S) TITLE
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN-CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:

Title or Type of Document ESCROW PAPERS
 Number of Pages 1 Date of Document 27 MAR 1995
 Signer(s) Other Than Named Above _____

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 24th day
 of March A.D., 19 95 at 3:42 o'clock P M., and duly recorded in Vol. M95
 of Deeds on Page 7103

FEE \$40.00

By Bernetha G. Letson County Clerk