

NL

98236

AGREEMENT FOR EASEMENT

Voi. Mag Page 9159

THIS AGREEMENT, Made and entered into this 5th day of March, 1995,
by and between RICHARD M. MILLER AND TERESA S. MILLER, husband and wife
hereinafter called the first party, and ROBERT PACINI AND RUTH PACINI, 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 E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 34 South, Range 8 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 30 feet in
width for ingress, egress and utility purposes. Said easement is over the West 30 of
that portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ lying Southerly of the Sprague River Road in said Section 34 and
appurtenant to the following described real property:
The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 34 South, Range 8 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

Miller

AND

Pacini

SPACE RESERVED
FOR
RECORDER'S USE

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

Robert & Ruth Pacini
PO Box 646
Rainier Flats, CA 95248

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

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:

* Any trees cut on the easement are to be the property of the First Party and they shall receive any proceeds from said trees*

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 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.

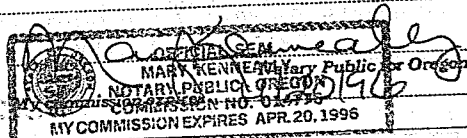
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Richard M. Miller
Richard M. Miller
Teresa S. Miller
Teresa S. Miller First Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
April 5, 1995 by Richard M. Miller and Teresa S. Miller
of _____

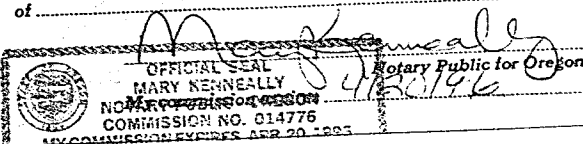


Robert Pacini
Robert Pacini
Ruth Pacini
Ruth Pacini Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
April 5, 1995, by Robert Pacini and Ruth Pacini
as _____
of _____



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 12th day
of April A.D., 19 95 at 11:37 o'clock A M., and duly recorded in Vol. M95
of _____ on Page 9159
of _____ Deeds
Bernetha G. Letsch, County Clerk

FEE \$35.00

By [Signature]