

NL

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 18th day of August, 1995
 by and between Timm Burr, Inc.
 hereinafter called the first party, and Carl E. Thornton & Brad Foote
 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:

NE1/4 SW1/4 of Section 19, Township 35 South, Range 11 East of the
 Willamette Meridian, Klamath County, Oregon.

and

W1/2 SW1/4 SE1/4 of Section 19, Township 35 South, Range 11 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 60' wide non-exclusive easement running South along the East property
 boundary of the NE1/4 SW1/4 of Section 19, Township 35 South, Range 11
 East of the Willamette Meridian, Klamath County, Oregon, and continuing
 South along the West property boundary of the W1/2 SW1/4 SE1/4 of Section
 19, Township 35 South, Range 11 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

Timm Burr, Inc.

123 N. 4th St.

Klamath Falls, OR 97601

AND

Carl Thornton & Brad Foote

4212 Homedale Rd.

Klamath Falls, OR 97601

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

Carl Thornton & Brad Foote

4212 Homedale Rd.

Klamath Falls, OR 97603

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.

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 indefinite, 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:

The East property boundary of R-3511-1900-1600 and the West property boundary of R-3511-1900-2600

and second party's right of way shall be parallel with the center line and not more than 30 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.

Gregory Decker, President
Timm Burr, Inc.

Carl B. Thornton
Carl B. Thornton

First Party

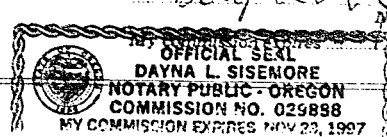
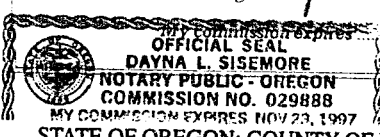
Second Party

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on Aug. 18, 1995, by Gregory Decker as President of Timm Burr, Inc.

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on Aug. 18, 1995, by Carl Thornton as _____ of _____

Dayna L. Sismore
Notary Public for Oregon

Dayna L. Sismore
Notary Public for Oregon



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Carl Thornton the 18th day of August A.D., 1995 at 2:20 o'clock P M., and duly recorded in Vol. M95 of Deeds on Page 22056.

FEE \$35.00

Bernetha G. Letsch, County Clerk
By Bernetha G. Letsch