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95 DEC 21 AM 1:30

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 21st day of September, 19 94, by and between Palmer T. Nelson hereinafter called the first party, and Shawn K. Taylor, 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:

Township 35 Range 7, Block Section 4, Tract Portion Lot 7, Acres 3.45.
(R-3507-004A0-00800-000)

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 twenty foot strip, three hundred and fifty feet long, laying West of the Dalles-California highway station 3123 +05.
The said parcel is the South/West lower side of (R-3507-004A0-00800-000) Township 35, Range 7, Block Section 4, Tract Portion Lot 7, and lies directly North of Township 35, Range 7, Block Section 4, Tract Portion Lot 7. Property ID R-3507-004A0-001100-000)

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Nelson T. Palmer
38120 Hwy. 97 N.
Chiloquin, OR 97624
AND
Shawn K. Taylor
3965 Clinton Ave.
Klamath Falls, OR 97603

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

Shawn K. Taylor
3965 Clinton Ave.
Klamath Falls, OR 97603

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.

NAME TITLE
By _____, Deputy

835 9/2

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 Conditional use, always subject, however, to the following specific conditions, restrictions and considerations:

The easement will be null and void contingent upon second party applying for and receiving a deeded access from the Oregon Department of Transportation.

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:

Ten feet North of R-3507-004A0-01100-000 and 10 feet South of R-3507-004A0-00900-000 in Township 35, Range 7, Block Section 4, Tract Portion Lot 7.

and second party's right of way shall be parallel with the center line and not more than 10 feet distant from either side thereof.

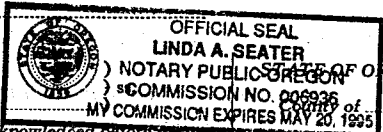
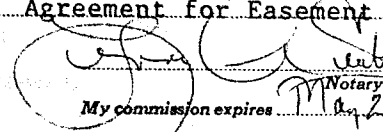
During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both 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.

<u>Nelson T. Palmer</u> , Nelson T. Palmer		<u>Shawn K. Taylor</u> , Shawn K. Taylor	
First Party		Second Party	
STATE OF OREGON, County of <u>Klamath</u>		STATE OF OREGON, County of <u>Klamath</u>	
This instrument was acknowledged before me on <u>Sept. 21</u> , 19 <u>94</u> , by <u>Nelson T. Palmer</u> as <u>First party</u> of <u>Agreement for Easement</u>		This instrument was acknowledged before me on <u>Sept. 21</u> , 19 <u>94</u> , by <u>Shawn K. Taylor</u> as <u>Second party</u> of <u>Agreement for Easement</u>	
			
My commission expires <u>May 20, 1995</u>		My commission expires <u>May 20, 1995</u>	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Shawn Taylor the 21st day
 of Dec, A.D., 19 95 at 11:30 o'clock A. M., and duly recorded in Vol. M95,
 of Deeds on Page 34753.

FEE \$35.00

Bernetha G. Letsch, County Clerk
Bernetha G. Letsch