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P3:22

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 1st day of May, 1996, by and between JAMES M. BARNES TRUSTEE OF THE BARNES LOVING TRUST hereinafter called the first party, and JOSEPH A. WATKINS AND DEANN C. WATKINS, 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:

A parcel of land situate in the SW $\frac{1}{4}$  of Section 3, Township 41 South, Range 10 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 over the existing roads situate in the SW $\frac{1}{4}$  of said Section 3, until said roads intersect the West line of said SW $\frac{1}{4}$  of Section 3, thence North along the West 30 feet of said Section 3 to the Southeast corner of Second Parties Parcel described as the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, Township, 41 South, Range 10, 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

THE BARNES LOVING TRUST

PO BOX 397

MERRILL OR 97633

AND

JOSEPH A. WATKINS &amp; DE ANN C. WATKINS

PO BOX 948

MERRILL OR 97633

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

JOSEPH A. WATKINS &amp; DE ANN C. WATKINS

PO BOX 948

MERRILL OR 97633

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/instrument/microfilm/reception No. Record of of said county.

Witness my hand and seal of County affixed.

NAME TITLE  
By Deputy

12748

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 hereinabove written.

James M. Barnes, Trustee

First Party

STATE OF OREGON,  
County of Klamath

This instrument was acknowledged before me on  
May 1, 1996, by

James M. Barnes, Trustee, Joseph A. Watkins  
and DeAnn C. Watkins

Kristi L. Redd  
Notary Public for Oregon  
My commission expires 11/16/99

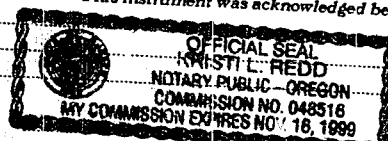
Joseph A. Watkins

DeAnn C. Watkins Second Party

STATE OF OREGON,

County of

This instrument was acknowledged before me on



My commission expires

Notary Public for Oregon

12749

800  
10.00 AC.

SEE CS 204

EXHIBIT "A"

A. 2981

SEE USBR R/W MAP

BRIMMER

VAN

MERRILL - PIT

18

1700  
28.49 AC.  
16  
10.

SEE CS 226

SEE CS 3988  
SEE MLP 56-83

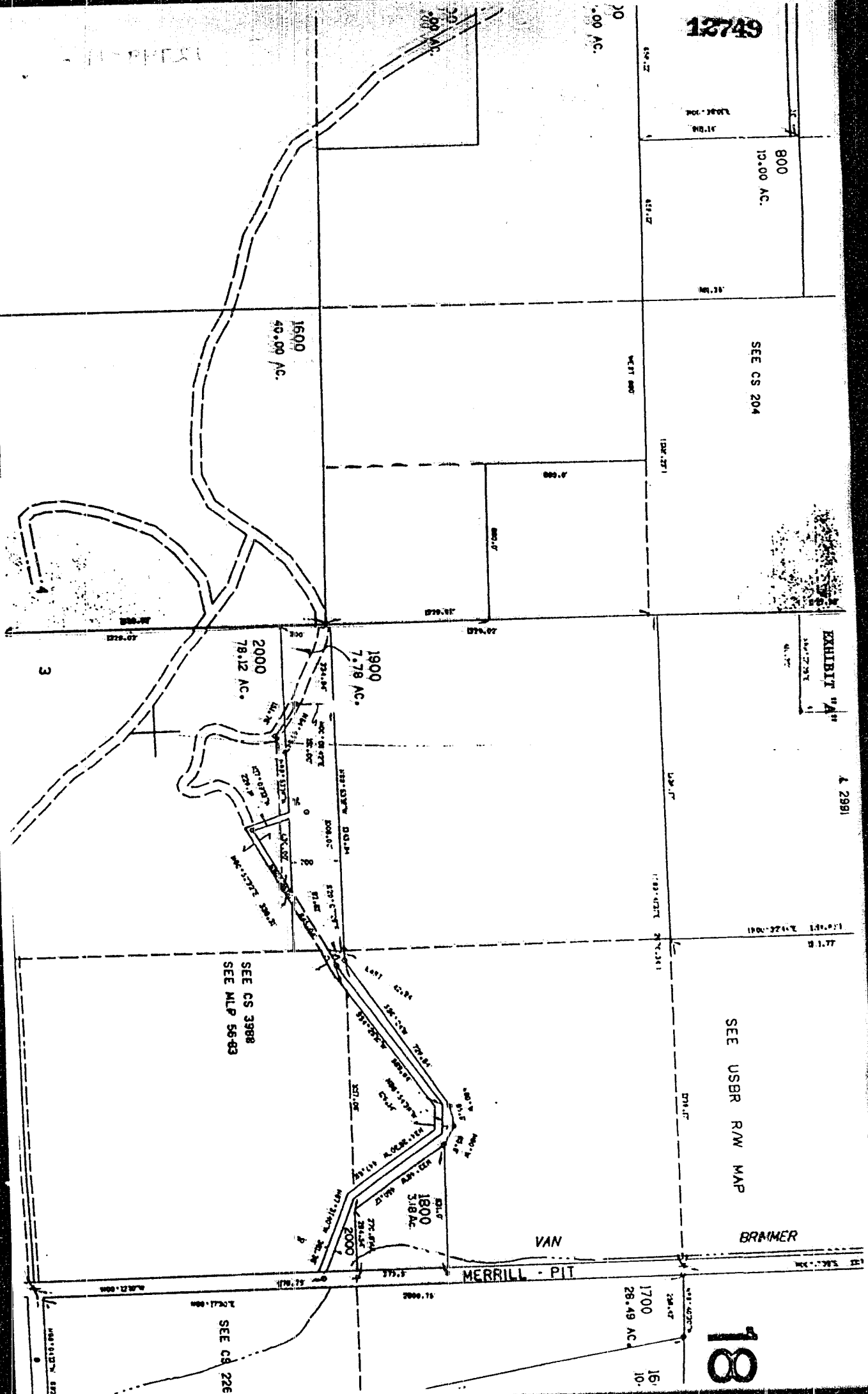
1900  
7.78 AC.

2000  
78.12 AC.

1500  
40.00 AC.

20  
10.00 AC.

3



CHSSE

12749-A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 3rd day  
of May A.D., 19 96 at 3:22 o'clock PM. and duly recorded in Vol. M96,  
of Deeds on Page 12747.

FEE \$45.00

By Bernetha G. Letsch, County Clerk  
[Signature]