

AGREEMENT FOR EASEMENT

Vol. M199 Page 19095

THIS AGREEMENT, Made and entered into this 11 day of May, 1999,
by and between Howard Wilson and Vickie Wilson
hereinafter called the first party, and Earl Kelly Allison
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:

E 1/2 NE 1/4 Section 27, Township 36 South, Range 12 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

An easement 20 feet in width across the south 20 feet of the E 1/2 NE 1/4
lying West of the Beatty Pump Road in Section 27, Township 36 South, Range
12 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

HOWARD WILSON
VICKIE WILSON

AND

EARL KELLY ALLISON

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

EARL KELLY ALLISON
2007 CARLSON DRIVE
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.

NAME

TITLE

By _____, Deputy

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

State of Oregon, County of Klamath
Recorded 5/13/99, at 11:47 AM
at the referenced page, Vol. M99
Linda Smith, County Clerk
Fee \$ 35

Linda Smith

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 hereinabove written.

Howard Wilson
Vickie E. Wilson

First Party

Earl Kelly Allison

Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

May 11, 1999, by Howard Wilson

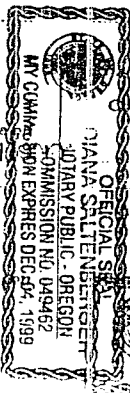
and Vickie Wilson

at

Diana Saltzberger

Notary Public for Oregon

12-4-99



STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

May 11, 1999, by Earl Kelly Allison

at

Diana Saltzberger

Notary Public for Oregon

12-4-99

