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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 24th day of June, 1993,
 by and between George E. Yates
 hereinafter called the first party, and Robert L. Henderson and Loretta L. Henderson,
 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:

BLOCK F, LOT 35, HOMECREST ADDITION, IN THE CITY OF KLAMATH FALLS,
 COUNTY OF KLAMATH

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 three feet inside the Southerly property line of the above property to allow the second party to use the irrigation line.

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

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

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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 n/a 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 responsible 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 hereto have executed this easement in duplicate.

Dated June 24, 1993

George E. Yates
GEORGE E. YATES

FIRST PARTY

Robert L. Henderson
ROBERT L. HENDERSON

Loretta L. Henderson
LORETTA L. HENDERSON

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 24, 1993.

by GEORGE E. YATES AND ROBERT L. HENDERSON & LORETTA C. HENDERSON

This instrument was acknowledged before me on June 24, 1993.

by
as
of



OFFICIAL SEAL
DONNA L. WOHLWEND
NOTARY PUBLIC - OREGON
COMMISSION NO. 020697
MY COMMISSION EXPIRES FEB. 12, 1997

My commission expires 2-12-97

AGREEMENT FOR EASEMENT

BETWEEN

GEORGE E. YATES

AND

ROBERT L. HENDERSON AND

LORETTA L. HENDERSON

AFTER RECORDING RETURN TO

ROBERT L. & LORETTA L. HENDERSON
1724 CREST STREET
KLAMATH FALLS, OR 97603

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$35.00

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 24th day of June, 1993 at 11:49 o'clock AM, and recorded in book/reel/volume No. M93 on page 14996 or as fee/file/instrument/microfilm/reception No. 63590. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, county Clerk.
By Donna L. Wohlwend, Deputy