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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 10 day of March, 1994
by and between Joan Lernerker
hereinafter called the first party, and Joan Lernerker
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:

Lot 100, Third Addition to Sportmen's Park in the County of Klamath, State of Oregon. Code 8 Map 3606-3A TL 800

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

easement appertinent to & for the benefit of
tax lot 50 septic purposes -
Lot 50, Harman Park, in the County of Klamath, State of Oregon.
Code 8 - map 3606-3AB TL 8000

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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

Joan Lernerker
Box 1376
Jiculle Ore 97530

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.

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

none

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:

not applicable

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 100 %. (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.

Jean Hornecker
First Party

STATE OF OREGON
County of Klamath } ss.

This instrument was acknowledged before me on
March 10, 1994, by Jean Hornecker
as _____ of _____

My commission expires _____
OFFICIAL SEAL
K. LINVILLE
NOTARY PUBLIC-OREGON
COMMISSION NO. 030163
MY COMMISSION EXPIRES DEC. 8, 1997

Jean Hornecker
Second Party

STATE OF OREGON
County of Klamath } ss.

This instrument was acknowledged before me on
March 10, 1994, by Jean Hornecker
as _____ of _____

My commission expires _____
OFFICIAL SEAL
K. LINVILLE
NOTARY PUBLIC-OREGON
COMMISSION NO. 030163
BY COMMISSION EXPIRES DEC. 8, 1997

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Joan Hornecker the 10th day
of March A.D., 1994 at 3:33 o'clock P.M., and duly recorded in Vol. M94
of _____ Deeds on Page 7533

FEE \$35.00
cc 1.50

Evelyn Biehn County Clerk
By Deanne Mullendore