

ONBE

CREATION OF A PRIVATE ROADWAY EASEMENT

07-06-94P03:15 RC1D

AGREEMENT FOR EASEMENT

Vol. m94 Page 20972

5th

July

94

THIS AGREEMENT Made and entered into this day of 1994
 by and between CATHY KING, STEPHEN KING, AND JACQUILINE DE FORD,

parties are

WITNESSETH:

WHEREAS: The ~~first party~~ the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

Lots 13 thru 17, inclusive, Block 41 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
 NOW, THEREFORE, in view of the promises and in consideration of benefits accruing to the parties and
 party to the first party and other valuable considerations, the receipt of all of which hereby is acknowl-
 edged by the first party, they agree as follows:

The ~~first party~~ hereby ~~grants~~ creates and conveys to the second party create the following
 easement to be appurtenant to Lots 13 thru 17, inclusive of said Block 41, BUENA VISTA
 ADDITION and over and across the following:

An easement for ingress and egress over the North 20 feet of Lots 13, 14, 15 and 16
 and over the East 20 feet of Lot 13 in said Block 41 of Buena Vista Addition.

(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 said 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 de-
 scribed real estate. Parties RESPECTIVE PARCEL OWNERS

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:

and second party's right of way shall be parallel with said center line and not more than _____ feet
distance from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of ~~the first party~~ the second party ~~both parties~~ share and share alike, the ~~first party~~ second party ~~both parties~~ share and share alike and the second party being responsible for the ~~first party~~ second party ~~both parties~~ share and share alike owners ~~of the~~ of the ~~respective~~ respective ~~parcels~~ parcels.

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 as well.

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 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 July 5, 1994

Cathy King
Georgetown College

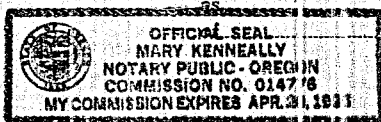
Cathy King
Jacqueline A. Ford
XXXXXX

STATE OF OREGON, County of Klamath) ss

This instrument was acknowledged before me on July 5, 1994
by Cathy King, Stephen King, and Jacqueline DeFord

This instrument was acknowledged before me on _____, 19____.

by _____



My commission expires 4/20/96 Notary Public for Oregon

**AGREEMENT
FOR EASEMENT
BETWEEN**

AND

AFTER RECORDING RETURN TO

Cathy King et al

SPACE RESERVED
FOR
RECORDED USE

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 6th day of July, 1994, at 3:15 o'clock P.M., and recorded in book/reel/volume No. M24 on page 20972 or as fee/file/instrument/microfilm/reception No. 83877. Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Blehn, County Clerk
NAME TITLE
By *Paul J. Mulvaney* Deputy

Cathy King et al
25729 Altemont Drive
Klamath Falls Oregon
97603 \$35.00