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07-22-94P03:46 RCVD

MTC 1396-7128

Volm94 Page 22525

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 22nd day of July, 1994,  
by and between Pete Bourdet AKA Peter Bourdet  
hereinafter called the first party, and Pete Bourdet AKA Peter Bourdet  
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 3 Block 11 Sprague River Pines

Section 27, Township 34S Range 8 EWM

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

30 foot easement along the westerly line of Lot 3 Block 11 Sprague River Pines  
for egress and ingress to the property lying directly to the south.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Pete Bourdet  
P.O. Box 803  
Chiloquin, Oregon 97624

AND

Pete Bourdet  
P.O. Box 803  
Chiloquin, Oregon 97624

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

Pete Bourdet  
P.O. Box 803  
Chiloquin, Oregon 97624

SPACE RESERVED  
FOR  
RECORDER'S USESTATE 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.

By \_\_\_\_\_ TITLE  
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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

For ingress and egress to the property adjacent to Lot 3 Block 11 along the southerly line.

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: 15 feet east of the westerly line of Lot 3 Block 11 Sprague River Pines.

and second party's right of way shall be parallel with the center line and not more than 15 feet distant from either side thereof.

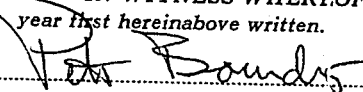
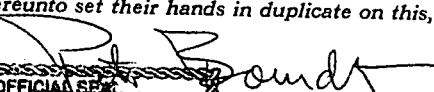
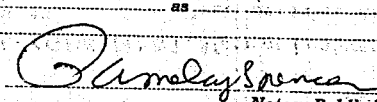
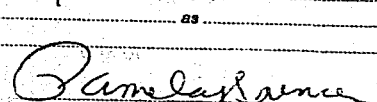
During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both 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.

			
<p>First Party</p>		<p>Second Party</p>	
<p>STATE OF OREGON,</p> <p>County of <u>Klamath</u> } ss.</p> <p>This instrument was acknowledged before me on <u>7/22, 1994</u>, by <u>Peter Bourdet</u></p> <p>as _____</p> <p>of _____</p> <p> Notary Public for Oregon My commission expires <u>8/16/96</u></p>		<p>STATE OF OREGON,</p> <p>County of <u>Klamath</u> } ss.</p> <p>This instrument was acknowledged before me on <u>7/22, 1994</u>, by <u>Peter Bourdet</u></p> <p>as _____</p> <p>of _____</p> <p> Notary Public for Oregon My commission expires <u>8/16/96</u></p>	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 22nd day of July A.D., 19 94 at 3:46 o'clock P M., and duly recorded in Vol. M94 of Deeds on Page 22525

FEE \$35.00

Evelyn Biehn, County Clerk  
By Evelyn Biehn