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02-14-95A10:36 RCVD

Vol 95 Page 3206

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 3rd day of February, 1995,
by and between Trustee of the Doris A. Davis Living Trust
hereinafter called the first party, and Trustee of the Dennis Loving Trust, dated October 14, 1991
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:

A tract of land situated in the SW1/4 of the NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of Lot 16 SUMMERS HEIGHTS; thence East along the North line of Selma Street; 150 feet; thence Northerly parallel with the East line of Summers Heights 90 feet to the true point of beginning; thence East to the right of way line of the A-3-D Lateral; thence Northerly along said Westerly line to the Southeast corner of Deed in Volume M71 at page 16054; thence South 49 degrees 30' West along the South line of Deed Volume M74 at page 16054 to the Southwesterly corner thereof; thence North 29 degrees 42' West to the Southeasterly corner of Deed Volume M69 at page 3492; thence South 45 degrees 38' West a distance of 136.21 feet to a two inch iron fence post; thence Southerly parallel to the East line of Summers Lane to the point of beginning.

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

See attached "Exhibit A"

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Doris A. Davis Living Trust
1847 Avalon Ave.
Klamath Falls, Oregon 97603

AND

The Dennis Loving Trust
5300 S Etna
Klamath Falls, Oregon 97603

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

The Dennis Loving Trust
5300 S Etna
Klamath Falls, Oregon 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/life/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By _____, Deputy

5400

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:

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 see attached 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.) Each party will maintain the street beside his property

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.

Trustee of the Doris A. Davis Living Trust
Trustee of the Doris A. Davis Living Trust

First Party

STATE OF OREGON,

KLAMATH

This instrument was acknowledged before me on
May 13, 1995, by Kedrick D. Davis

as Trustee

of Doris A. Davis Living Trust

Kedrick D. Caldwell
Notary Public for Oregon
My commission expires 8-31-95

Frances M. Dennis, Trustee
Trustee of the Dennis Loving Trust, dated
October 14, 1991

STATE OF OREGON

County of

Klamath

2-3-95

This instrument was acknowledged before me on
May 13, 1995, by Frances M. Dennis

as Trustee

of Dennis Loving Trust DTD 10-14-91

Diane Eek
Notary Public for Oregon
My commission expires 12-13-1998



OFFICIAL SEAL
DIANE EEK

NOTARY PUBLIC-OREGON
COMMISSION NO. 04067
MY COMMISSION EXPIRES DEC. 13, 1998

EXHIBIT "A" **LEGAL DESCRIPTION**

A private ingress and egress easement and public utility easement over and across a 40 foot wide strip of land located in the SW1/4 of the NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Commencing at the Northeast corner of Summers Heights Subdivision; thence South along Summers Heights Subdivision 184.6 feet; thence South 37 degrees 18' 00" East, 325.81 feet; thence South 29 degrees 42' 00" East, 110.00 feet to the true point of beginning of this description, said point being the Southwest corner of that property conveyed to Klamath County for road purposes by Deed record in Volume M72, page 13504; thence continuing South 29 degrees 42' 00" East, 5.85 feet; thence South 8 degrees 50' 33" East, 283.83 feet more or less to the South line of the SW1/4 of the NW1/4 of Section 14; thence North 89 degrees 13' 30" East 40.40 feet along said South line; thence North 8 degrees 50' 33" West, 296.86 feet; thence North 29 degrees 42' 00" West, 20.84 feet to the Southeast corner of that property described in Deed record in Volume M72, page 13504; thence South 49 degrees 30' 00" West, 40.72 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Doris Davis the 14th day
of Feb A.D., 19 95 at 10:36 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 3206

FEE \$40.00

Bernetha G. Letsch

County Clerk

By Melinda Willard