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98349

04-14-95A10:16 RCVD

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13th day of April, 1995,
by and between Peter C. Moody and Teri L. Moody husband and wife
hereinafter called the first party, and Guy T. Sesa and Lori J. Sesa 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:

"That Portion of the S½ S½ SW¼ SW¼ Section 8, Township 39 South,
Range 8 East of the Willamette Meridian, in the County of
Klamath, State of Oregon, lying North and East of Round
Lake Road, Excepting therefrom the Easterly 465 feet,"

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

a perpetual non-exclusive easement for entry and
egress, for roadway purpose. In the event the Second
Party terminates ownership or sells property First Party
shall have First option to Buy.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Peter C. / Teri L. Moody

AND

Guy / Lori Sesa

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

Guy / Lori Sesa
2014 Beaver St
Klamath Falls, Ore. 97601

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/file/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By _____, Deputy

10/24/95

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 "perpetual", always subject, however, to the following specific conditions, restrictions and considerations: In the event that easement is not used by the second party for a period of three years the easement shall automatically expire and second party shall upon request execute a recordable document evidencing such expiration. This easement is granted subject to all prior easements or encumbrances of record.

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:

N/A

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 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 N/A% and the second party being responsible for N/A%. (If the last alternative is selected, the percentages allocated to each party should

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 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 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.

Patsy C. Moody 4-13-95

Veri L. Moody 4-13-95

First Party

STATE OF OREGON,

County of Multnomah

This instrument was acknowledged before me on

APRIL 13, 1995, by

of

Notary Public for Oregon

My commission expires 2-13-99

STATE OF OREGON,

County of Multnomah

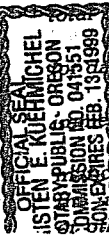
This instrument was acknowledged before me on

APRIL 13, 1995, by

of

Notary Public for Oregon

My commission expires 2-13-99





STATE OF OREGON,

County of KLAMATH

} ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 13th day of APRIL, 1995
before me the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named PETER C. MOODY; TERI L. MOODY; GUY T. SESA;
LORI T. SESA

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Kristin E. Kuehmicel
Notary Public for Oregon
My commission expires 2-13-99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Guy Sesa the 14th day
of April A.D., 19 95 at 10:16 o'clock A M., and duly recorded in Vol. M95,
of Deeds on Page 9371.

Bernetha G. Letsch, County Clerk

FEE \$40.00

By Doreen Mulenbauer