

mfe 338887 ms

244412

AGREEMENT FOR EASEMENT

Vol. mfe Page 27930

THIS AGREEMENT, Made and entered into this 28th day of August, 1996, by and between CARL J. LANE hereinafter called the first party, and AARON T. KUHLMAN AND SHANNON M. KUHLMAN, 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:

Lots 13 and 14 in Block 7 of ST. FRANCIS PARK, 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 the real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$) 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 an easement to do any maintenance to the existing garage on Lots 15 and 16 in said Block 7 of St. Francis Park. Said existing garage is built close to the East lot line of Lot 14 and adjacent to the alley. Said easement is only for maintenance to the existing garage structure. Said easement is 5 feet in width along the length of the existing garage along the rear of Lot 14.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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/instrument/microfilm/reception No. of said county.

Witness my hand and seal of County affixed.

By NAME TITLE Deputy

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

Mr. and Mrs. Andrew Martinez
4612 Cannon Ave.
Klamath Falls, Oregon 97603

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:

This easement is granted with the provision that the First Party be contacted in advance when someone would like access to the backyard. This notification is further described in the attached letter made a part hereof as Exhibit "A".

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 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.

Carl J. Lane
Carl J. Lane

First Party

STATE OF OREGON,

County of Klamath Washington } ss.

This instrument was acknowledged before me on August Sept 4, 1996, by Carl J. Lane

of

Christine M. Stinson
Notary Public for Oregon
My commission expires July 1, 2000

Aaron T. Kuhlman
Aaron T. Kuhlman

Shannon M. Kuhlman

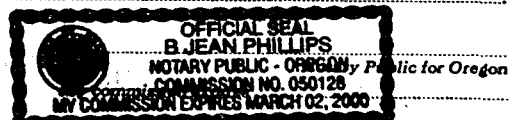
Shannon M. Kuhlman

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on Sept 5, 1996, by Aaron T. Kuhlman and Shannon M. Kuhlman

of

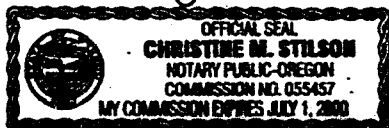


3-2-2000 B. Jean Phillips

STATE OF OREGON,)

County of Washington) SS

On this 4 day of Sept, 1994, before me personally appeared CARL J. LANE, (proved to me on the basis of satisfactory evidence) (personally known by me) to be the person who signed the within instrument (Type of document Agreement for Easement in my presence.



Christine M. Stilson
Notary Public, State of Oregon
My Commission expires: July 1, 2000

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EXHIBIT "A"

CARL J. LANE
11510 S.W. CAMPBELL ROAD
HILLSBORO, OREGON 97123
(503) 628-3287

September 4, 1996


Ms. Jean Phillips
AmeriTitle
222 South Sixth Street
Klamath Falls, Oregon 97601

Dear Ms. Phillips:

I am granting the easement which you have requested with the proviso that I be contacted in advance when someone would like access to my backyard. Since I am not in Klamath Falls, the house is looked after by others. I would like to be able to notify the renter or whomever that someone has permission at a given date and time to be in the backyard.

If you have any questions, please feel free to call.

Very truly yours,


Carl J. Lane

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 6th day
of Sept A.D., 19 96 at 11:39 o'clock AM., and duly recorded in Vol. M96
of Deeds on Page 27930

FEE \$45.00

Bernetha G. Letsch County Clerk

By 