

NL

25402

K-48782

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this Eleventh day of September, 1996,
by and between Timm-Burr Inc.
hereinafter called the first party, and East Ridge C. Sessom; % Jerry & Sandra Howell; % Shirley Wilhite
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:

Twp. 35S, Rge 11E., Block Sec. 19
Tract W2, SW4, SE4. Acres 20.00

SP 20 P2:53

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 roadway and utility
purposes on, over, under, across, and through that certain
property as described above.

Consideration: Installation of Road & Culverts

(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

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

KC+6

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

Witness my hand and seal of
County affixed.

By _____ TITLE
NAME _____, 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 Perpetual, 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: Beginning at a point in the S.E. Corner; traveling along property line in a westerly direction to the South west corner. Turning north running on property line along west boundary of property to a point at North West corner; then leaving property at this point.

and second party's right of way shall be parallel with the center line and not more than 30 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.

Randy L. Shaw

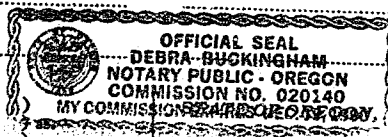
First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on 9-20 19 96, by Randy L. Shaw

Debra Buckingham
Notary Public for Oregon
My commission expires 12-16-96



Second Party

County of _____ ss.

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Notary Public for Oregon
My commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title _____ the 20th day of September A.D., 19 96 at 2:53 o'clock P M., and duly recorded in Vol. M96 of Deeds on Page 29883

FEE \$35.00

Bernetha G. Letsch County Clerk

By Kathleen Ross