

MTC39115KA  
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this.....16.....day of.....October....., 1996, by and between JACQUELINE C. LESLIE AND CATHY KING FORMERLY CATHY COGAR

..... JAMES V. MANFULL AND TAMMIE MANFULL, hereinafter called the first party, and ..... 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 1 and 2 of ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, Excepting therefrom that portion conveyed to the United States of America recorded in Volume 99 at page 481, Deed Records of Klamath County, Oregon, Also excepting therefrom that portion conveyed to Klamath County by Deed recorded July 6, 1977, in Volume M77 at Page 11849, Microfilm Records 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 (\$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 an easement over and across the West 5 feet of Lot 1 and the East 10 feet of Lot 2 of ELMWOOD PARK for utility purposes, including the right of ingress and egress for maintenance, appurtenant to PARCEL 1 of LAND PARTITION 12-92 situated in the SE1/4 of NW1/4 of SW1/4 of Section 14, Township 39 South, Range 9 E.W. M., Klamath County, Oregon.

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:

During the existences 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; .x. both parties, share and share alike;  
.. both parties, with the first party being responsible for .50.....% and the second party being responsible for ..50.....%. (If the last alternative is selected, the percentages allowed 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.

After recording return to:  
CATHY KING  
6707 S. 6th Street  
Klamath Falls, OR 97603

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 constructing 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.

Jacqueline C. Leslie  
Jacqueline C. Leslie

Cathy King  
Cathy King First Party

James V. Manfull  
James V. Manfull

Tammie S. Manfull  
Tammie Manfull Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged

before me on October 18, 1996

by Kimberly A. Reves  
Notary Public for Oregon

My commission expires 5/25/2000

STATE OF OREGON,

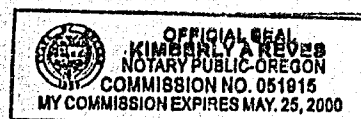
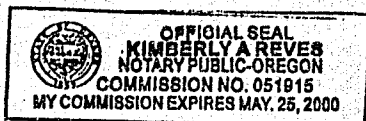
County of Klamath

This instrument was acknowledged

before me on October 22, 1996.

by Kimberly A. Reves  
Notary Public for Oregon

My commission expires 5/25/2000



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 1st day  
of November A.D., 19 96 at 3:53 o'clock P M., and duly recorded in Vol. M96  
of Deeds on Page 34668

FEE \$35.00

Bernetha G. Letsch County Clerk  
By Kathleen Rose