

30872

AGREEMENT FOR EASEMENT

31st day of December, 1976

THIS AGREEMENT, Made and entered into this
by and between David and Bonnie Matney
hereinafter called the first party, and Dianne Earnest
hereinafter called the second party;

WITNESSETH:

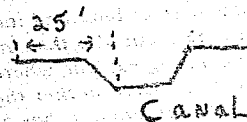
WHEREAS: The first party is the record owner of the following described real estate in Klamath
County, State of Oregon, to-wit:

NE 4 SE 4, SE 4 SE 4, Section 19 Township 40 Range 10
Tax lot 01100

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 25 foot easement from the south edge of the C canal
starting at Cheyne road and continuing along the the
south side of the C canal to the 5 acres in the southwest
corner of tax lot 00100. Legal discription Por NE 4
NE 4, Por SE 4 NE 4 Section 19 Township 40 Range 10



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

AGREEMENT FOR EASEMENT

BETWEEN

DAVID MATNEY
BONNIE MATNEY

AND

DIANNE EARNEST

SPACE RESERVED
FOR
RECORDER'S USE

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

DIANNE EARNEST
8810 MATNEY WAY
KLAMATH FALLS, OREGON

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/res/volume No. _____ on
page _____ or as fee/tile/instru-
ment/microfilm/reception No. _____
Record of _____
of said county.

Witness my hand and seal of
County affixed.

By _____ Title
Deputy

RECORDED
INDEXED
FILED
JAN 6 1977
CLERK OF COUNTY

0005 10 000 22 000 10 000 000 000

JAN -6 P1:26

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 N/A, always subject, however, to the following specific conditions, restrictions and considerations:

This is a perpetual nonexclusive easement to use the existing road along the south side of the C canal starting at Cheyne road and continuing to tax lot 00100. Legal description Por NE 4 NE 4, Por SE 4 NE 4 Section 19 Township 40 Range 10

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.

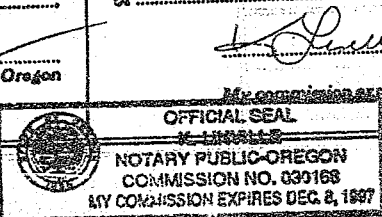
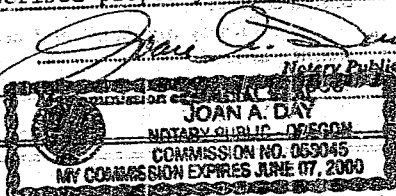
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

David C. Matney
Bonnie J. Matney
First Party

Marlene Earnest
Second Party

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on December 31, 1996, by David C. Matney and Bonnie J. Matney as owners of described property easement

STATE OF OREGON
County of Klamath
This instrument was acknowledged before me on Jan 6, 1997, by Marlene Earnest as



STATE OF OREGON : COUNTY OF KLAMATH:
Filed for record at request of David C. Matney the 6th day of January A.D., 1997 at 1:28 o'clock P. M., and duly recorded in Vol. M97 of Deeds on Page 305

by Bernetha G. Letsch, County Clerk
Kathleen Rosa

FEE \$35.00