

31983

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 23 day of January, 1997, by and between Steven W. Perry and Lori A. Perry hereinafter called the first party, and Ross and Eileen Conner 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: Lot 11 Block 1 Juniper Acres

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 for ingress and egress on driveway that is on Lot 11 Block 1 Juniper Acres to their property that is Lot 10 Block 1 Juniper Acres

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Steven W. Perry and Lori A. Perry

AND

Ross and Eileen Conner

PO Box 382

Spaquer River Or 97639

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

ROSS + EILEEN CONNER

PO Box 382

SPAQUER RIVER, OR 97639

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

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. _____, Record of _____ of said county.

Witness my hand and seal of County affixed.

By _____, Deputy

97 JAN 29 10:49

[illegible]

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:

Both the First Party and the Second Party may agree mutually in writing to change this agreement.

~~If the easement is for a right of way over or across the real estate, the center line of the easement is~~
~~described as follows:~~

ALL STOOD PARTS OF VESSEL SHALL BE PARALLEL WITH THE CENTER LINE AND NOT MORE THAN _____ FEET DISTANT FROM THE SIDE SHEATH.


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 50% and the second party being responsible for 50%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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.

X *[Signature]*
X *[Signature]*


 Ross H. Corner
 Second Party

OFFICIAL SEAL
CAROLE A. LIND
NOTARY PUBLIC - OREGON
COMMISSION NO. 056733
MY COMMISSION EXPIRES AUG. 15, 2007


 OFFICIAL SEAL
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 038726
 MY COMMISSION EXPIRES AUG. 15, 2007

STATE OF OREGON : COUNTY OF KLAMATH: SS

Filed for record at request of Aspen Title & Escrow the 29th day
of January A.D., 19 97 at 10:49 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 2603

FEE \$35.00

by Kathleen Rose Bernetha G. Letsch, County Clerk