

MTC 39570W
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14TH day of February, 1997 by and between ARTHUR P. ALTORFER AND KATHRYN L. ALTORFER, husband and wife hereinafter called the First Party and CHRISTOPHER DALLA AND DIANE SHEEHAN, hereinafter called the Second Party, /J./

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

Parcel 1 of Land Partition 66-96 as filed in the Klamath County Engineers' Office being situated in the W1/2 of the SW1/4 of Section 7, Township 39 South, Range 10, E.W.M., 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 and Second Party hereby grant a reciprocal easement for maintenance and repair of that certain sanitary sewer easement as shown on Land Partition 66-96. Said easement to be for a period of perpetuity and the costs shared equally between the parties.

The First Party grants to Second Party an easement for utilities to allow separate electric service to Parcel 2 in the most efficient manner. All costs of said power easement to be the responsibility of the Second Party and shall be for a period of perpetuity.

First party also gives the Second party the right to share the existing well situate upon Parcel 1 of Land Partition 66-96 for a period of one year from the date of this instrument at which time Second Party will have provided for their own water source.

The First Party grant to Second Party an easement over the existing driveway to Second Party parcel until Second Party can construct new driveway. This easement would not extend more than one year from the date of this instrument.

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 as stated hereinabove a 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.

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.

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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.

Arthur P. Altorfer
Kathryn L. Altorfer

Christopher J. Dalla
Dir. Shub

STATE OF OREGON,
 County of *Clatsop*...

This instrument was acknowledged before me on *February 18,*

1997, by *Arthur P. Altorfer and Kathryn L. Altorfer, Christopher J. Dalla and*

Gene Spelman

Lisa Legget - Weatherby
 Notary Public for Oregon

My commission expires *11/20/99*..

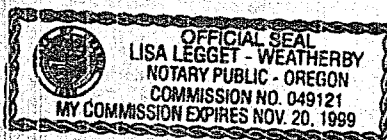


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 2 of Land Partition No. 66-96 being a portion of the SW1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON . COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 19th day
of February A.D. 1997 at 11:41 o'clock A. M. and duly recorded in Vol. M97
of Deeds on Page 4901

Bernetha G. Letsch, County Clerk

by Kedden Ross

FEE \$40.00