

34429

MTC 39471  
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 14 day of March, 1997, by and between Hugh Robert Davis and Mary Ann Davis, Husband and Wife hereinafter called the first party, and Michael R. Davis and Deniece G. Davis, 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:

N 1/2 SW 1/4 NW 1/4 of Section 3 and the N 1/2 SE 1/4 NE 1/4 of Section 4 in Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon

37 MAR 17 11:24 AM '97  
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 strip of land 10 feet wide lying Southerly of and Parallel and Adjacent to the North line of the property of the First Party.

Being an easement for ingress and egress over and across the above describer parcel.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Hugh and Mary Davis

AND

Michael and Deniece Davis

After recording return to (Name, Address, Zip)

Michael Davis

7568 Hildebrand Rd.

Bonanza, OR 97623

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 fee/title/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said county.

Witness my hand and seal of \_\_\_\_\_ County affixed.

By \_\_\_\_\_, 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 Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

NONE

None

ACKNOWLEDGMENT FOR EASEMENT

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:

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

Hugh Robert Davis  
Hugh Robert Davis

Mary Ann Davis  
Mary Ann Davis

First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on March 13, 1997, by Kathy Starker

as Notary Public

of Klamath Falls, Oregon

Kathy Starker  
Notary Public for Oregon

My commission expires 8/18/2000

Michael R. Davis  
Michael R. Davis

Deniece G. Davis  
Deniece G. Davis

Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on March 14, 1997, by Sculay McKune

as Notary Public

of Benara, OR

Sculay McKune  
Notary Public for Oregon

My commission expires Nov 6, 1999

STATE OF OREGON: COUNTY OF KLAMATH.

Filed for record at request of Amerititle the 17th day of March A.D. 1997 at 11:24 o'clock A.M., and duly recorded in Vol. M97 of Deeds on Page 7692

FEE \$35.00

Bernetha G. Letsch, County Clerk

by Kathleen Rose