

45987

AGREEMENT FOR EASEMENT

Vol. 1797 Page 31694THIS AGREEMENT, Made and entered into this 26thday of September, 19 97by and between RUFUS H. GUFFIEhereinafter called the first party, and WILLIAM DALE FARIXON AND RACHEL DIANNE FARIXON

, 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 39 in Block 32 of KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, according to the official plat thereof on file in the Office of the County Clerk 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 for an existing mobile home on Lot 40, Block 32, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT PLAT NO. 2 encroaching over the Lot line onto Lot 39, said Block 32. See attached Exhibit "A" made a part hereof for the location of said easement.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

After recording return to (Name, Address, Zip)

Rufus H. GuffieP.O. Box 507Bonanza, 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/file/instrument/microfilm/reception No. _____ Record of _____ of said county.

Witness my hand and seal of _____ County affixed.

By _____, TITLE _____, Deputy

34002

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:

ACKNOWLEDGMENT FOR EASEMENT

STATE OF OREGON

(This instrument is a copy of the original and is not a duplicate of the original instrument.)

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 100 %. (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.

Rufus H. Guffie
Rufus H. Guffie

First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on September 26, 1997, by

Rufus H. Guffie and

Kristin L. Ridd
Kristin L. Ridd
Notary Public for Oregon

My commission expires 11/16/99

William Dale Earixson
William Dale Earixson
Rachel Dianne Earixson
Rachel Dianne Earixson

STATE OF OREGON,

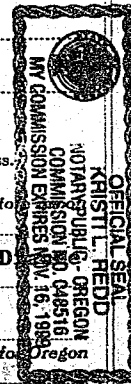
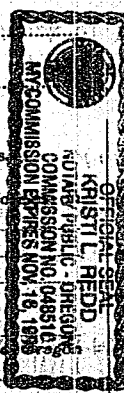
County of Klamath

This instrument was acknowledged before me on September 26, 1997, by

William Dale Earixson and Rachel D
Earixson

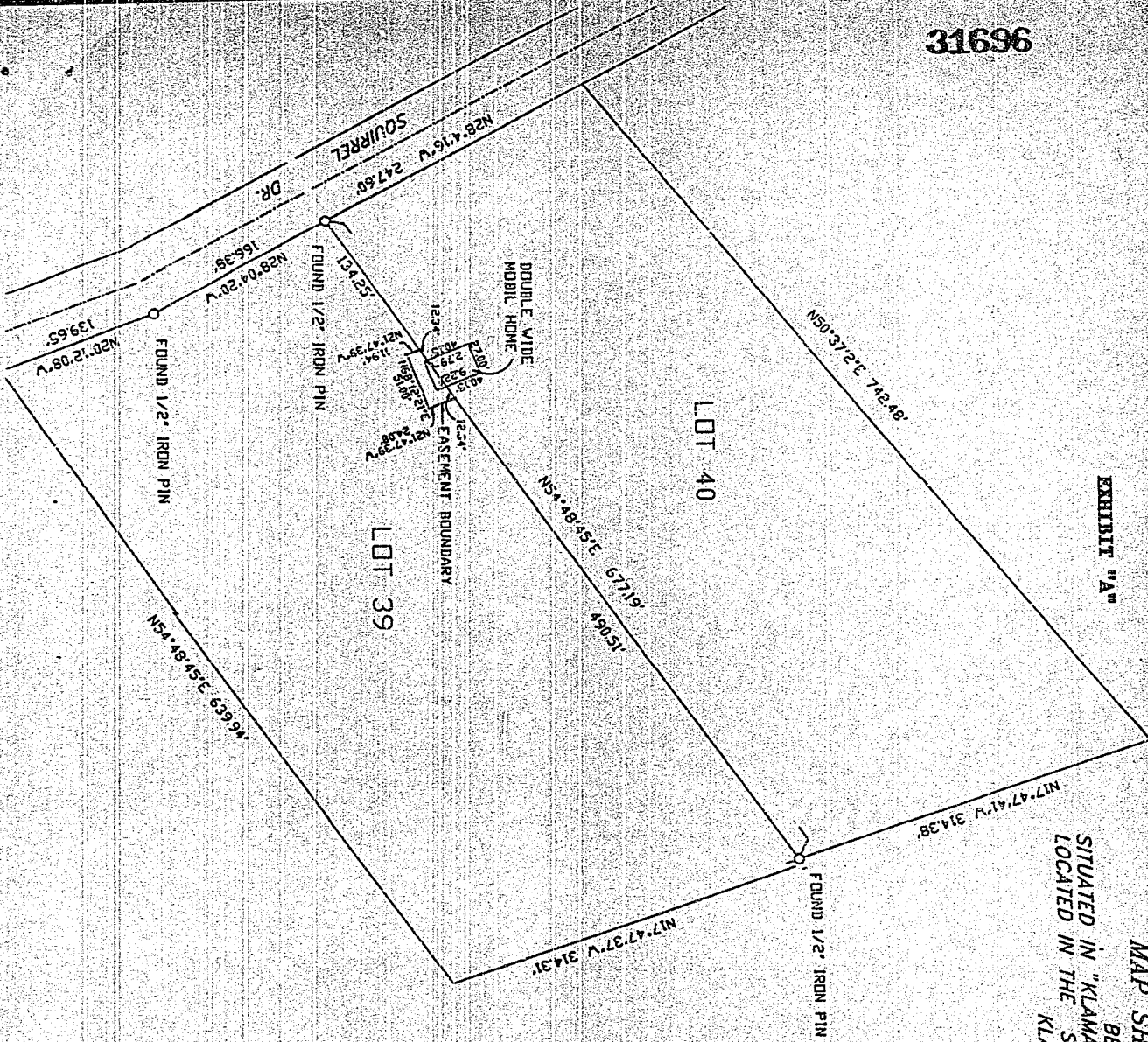
Kristin L. Ridd
Kristin L. Ridd
Notary Public for Oregon

My commission expires 11/16/99

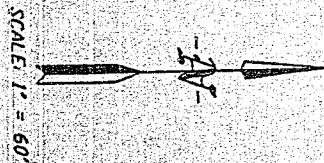


31696

EXHIBIT "A"



MAP SHOWING NEW EASEMENT
BETWEEN LOTS 39 & 40
SITUATED IN "KLAMATH FALLS FOREST ESTATES" SUBDIVISION
LOCATED IN THE SW 1/4 OF SECTION 4, T37S, R11E, W.M.,
KLAMATH COUNTY, OREGON



BARRETT LAND SURVEYING
5537 HOMER DR.
KLAMATH FALLS, OR. 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 29th day
of Sept. A.D., 19 97 at 11:48 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 31694

FEE \$40.00

By Bernetha G. Letsch County Clerk
Kathleen Rosa