

69143

K-53080 Vol. 1798 Page 40480
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of November, 1998,
by and between Sierra Developments, L.L.C.,
hereinafter called the first party, and Sierra Developments, L.L.C.,
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:

Parcel 1 of Land Partition 23-97 situated in Lot 29 of Piedmont Heights,
according to the official plat thereof on file in the office of the
County Clerk, 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 ingress
egress and utilities over and across the following described parcel:

The South 30 feet of Parcel 1 of Land Partition 23-97 situated in Lot 29 Piedmont
Heights, according to the official plat thereof on file in the office of the County
Clerk, Klamath County, Oregon.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

K53080

SPACE RESERVED
FOR
RECORDER'S USE

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/instru-
ment/microfilm/reception No.
Record of
of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By Deputy

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

John C. Pomplin
2519 Watson St
Klamath Falls, OR 97603

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:

For the use and benefit of the following described parcel:

Lot 26 of Piedmont Heights, according to the official plat thereof on file in the office of County Clerk of Klamath County, Oregon, EXCEPT the East 134 feet thereof.

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 N/A 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.

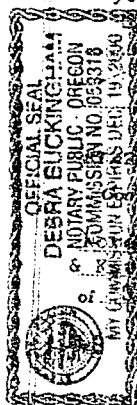
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

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.

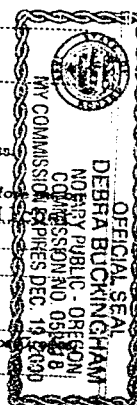
SIERRA DEVELOPMENTS, L.L.C.

SIERRA DEVELOPMENTS, L.L.C.



Kathy Shaw
First Party
State of Oregon,
County of Klamath
This instrument was acknowledged before me on
November 2, 1998, by Michael L. Wilcher
& Kathy Shaw, as Members
of Sierra Developments, L.L.C.
Debba Buckingham
Notary Public for Oregon
My commission expires 12-19-2000

Kathy Shaw
Second Party
State of Oregon,
County of Klamath
This instrument was acknowledged before me on
November 2, 1998, by Michael L. Wilcher
& Kathy Shaw, as Members
of Sierra Developments, L.L.C.
Debba Buckingham
Notary Public for Oregon
My commission expires 12-19-2000



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title
of November A.D., 19 98 at 11:22 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 40480

FEE \$35.00

By Bernetha G. Letsch, County Clerk