

NL

1999 AUG 30 PM 1:58

MTC 48936-MS
AGREEMENT FOR EASEMENT

Vol M99 Page 34868



THIS AGREEMENT, Made and entered into this 27 day of AUGUST, 1999,
by and between Lost River Land And Cattle, Inc.,
hereinafter called the first party, and Gary Hart
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 18 OF "LAKEWOOD HEIGHTS"

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 over

THE NORTHWESTERLY 47 FEET OF LOT 18 OF "LAKEWOOD HEIGHTS"

for joint user driveway and eave encroachment appurtenant to Lot 17 of Lakewood Heights

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Lost River Land & Cattle

AND

Gary Hart

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

Gary Hart
8691 Lakeshore Dr
Klamath Falls, OR 97601

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

46.00

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:

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 first hereinabove written.

Gary Hart First Party
Los River Land and Cattle, First Party
John Maran and Marie Maran Trustee
Consent of Lienholders

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on August 27, 1999, by Gary Hart individually and as President of Los River Land and Cattle, and Clifton McMillian AND Patsy McMillian individually and as Trustee of the Clifton M. McMillian and Patsy H. McMillian Trusts of December 27, 1992

My commission expires _____

Consent of Lienholder

Consent of Lienholder

Gary Hart

STATE OF OREGON, Cal

County of Butte

This instrument was acknowledged before me on August 27, 1999, by John Maran and Marie Maran

of _____

P. McWhorter Notary Public for _____

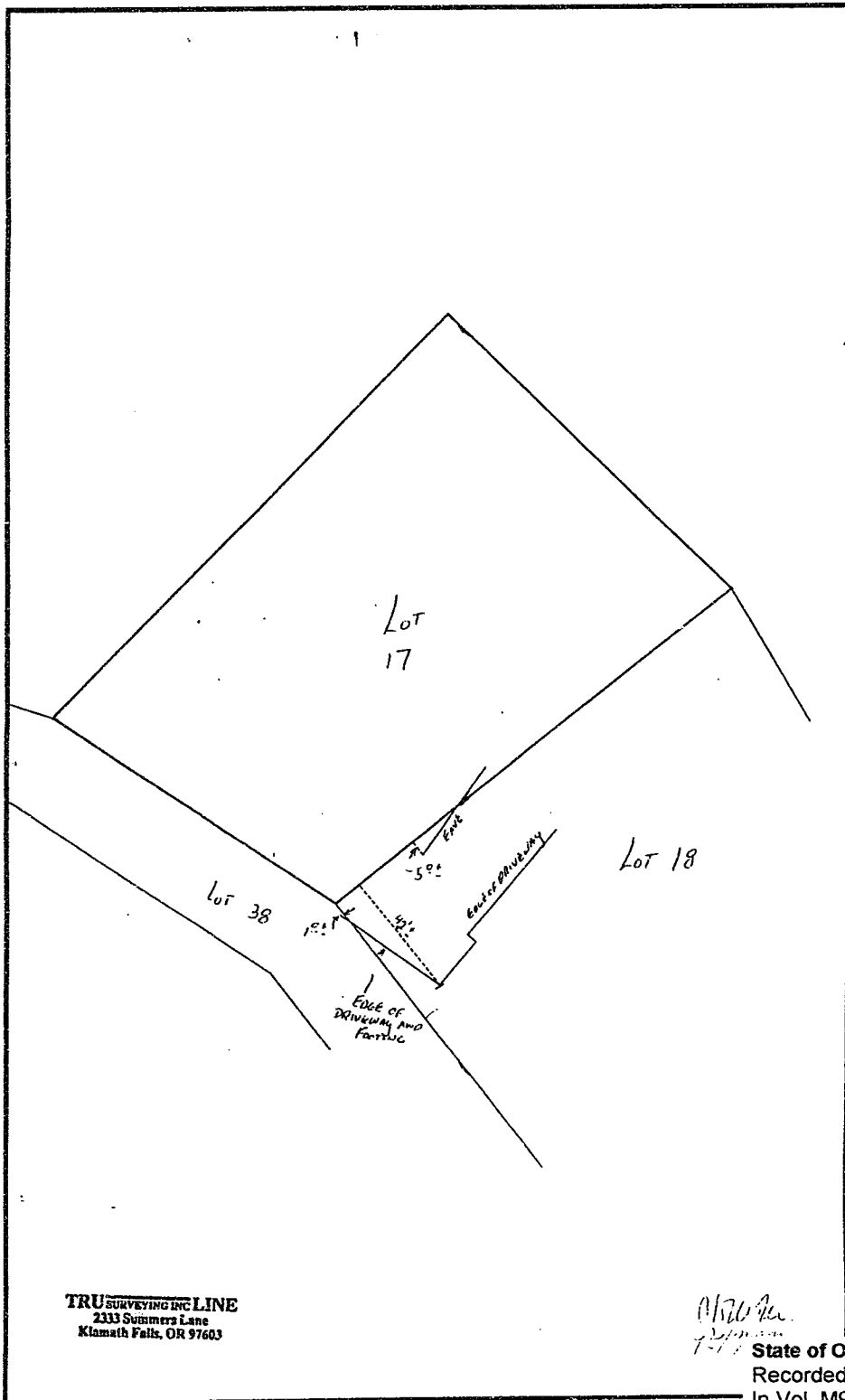
My commission expires _____

NOTARY PUBLIC, CALIFORNIA

Butte County

CA





TRUSURVEYING INC LINE
2333 Summers Lane
Klamath Falls, OR 97603

State of Oregon, County of Klamath
Recorded 6/30/99, at 1:58 p.m.
In Vol. M99 page 34868
Linda Smith,
County Clerk Fees 40⁰⁰