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1990 OCT 14 ATTY: 15

49155-LW  
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 13th day of October, 1999,  
by and between Jeff and Jana Lord  
hereinafter called the first party, and Duane Smith DBA East Cascade Properties, Inc.  
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:

The E1/2 of the SW1/4 of the SW1/4 and the S1/2 of the S1/2 of the NW 1/4  
of the SW1/4, Section 35 Township 34S Range 7EWM. Tax account  
3407-03500-00700.

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 16 foot easement extending 16 ft. South of the North end of Pine  
Avenue easement along the West boundary of tax account 3407-03500-  
00700 and continuing to the North boundary of tax lot 700.

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

--- OVER ---

## AGREEMENT FOR EASEMENT

BETWEEN

Jeff & Jana Lord  
1965 LeRoy  
Klamath Falls, OR 97601

AND

Duane Smith  
3720 Lexington Way  
W. Richland, WA 99353

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

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

40846

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

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: 8 Ft east of the west boundary of the S1/2 S1/2 NW1/4 SW1/4 Section 35, Twn. 34S, R7EWM, Tax account 3407-03500-700

and second party's right of way shall be parallel with the center line and not more than 8 feet 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 0 % 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.

Jeffrey M. Lord  
Jana M Lord  
 First Party

STATE OF OREGON.

County of Klamath

This instrument was acknowledged before me on

10-14

1997, by JANA LORD

JEFF LORD

of

STATE OF OREGON.

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires



OFFICIAL SEAL  
 GERALDINE COOK  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 003880  
 MY COMMISSION EXPIRES JUL 6, 2001

Notary Public for Oregon

[illegible]

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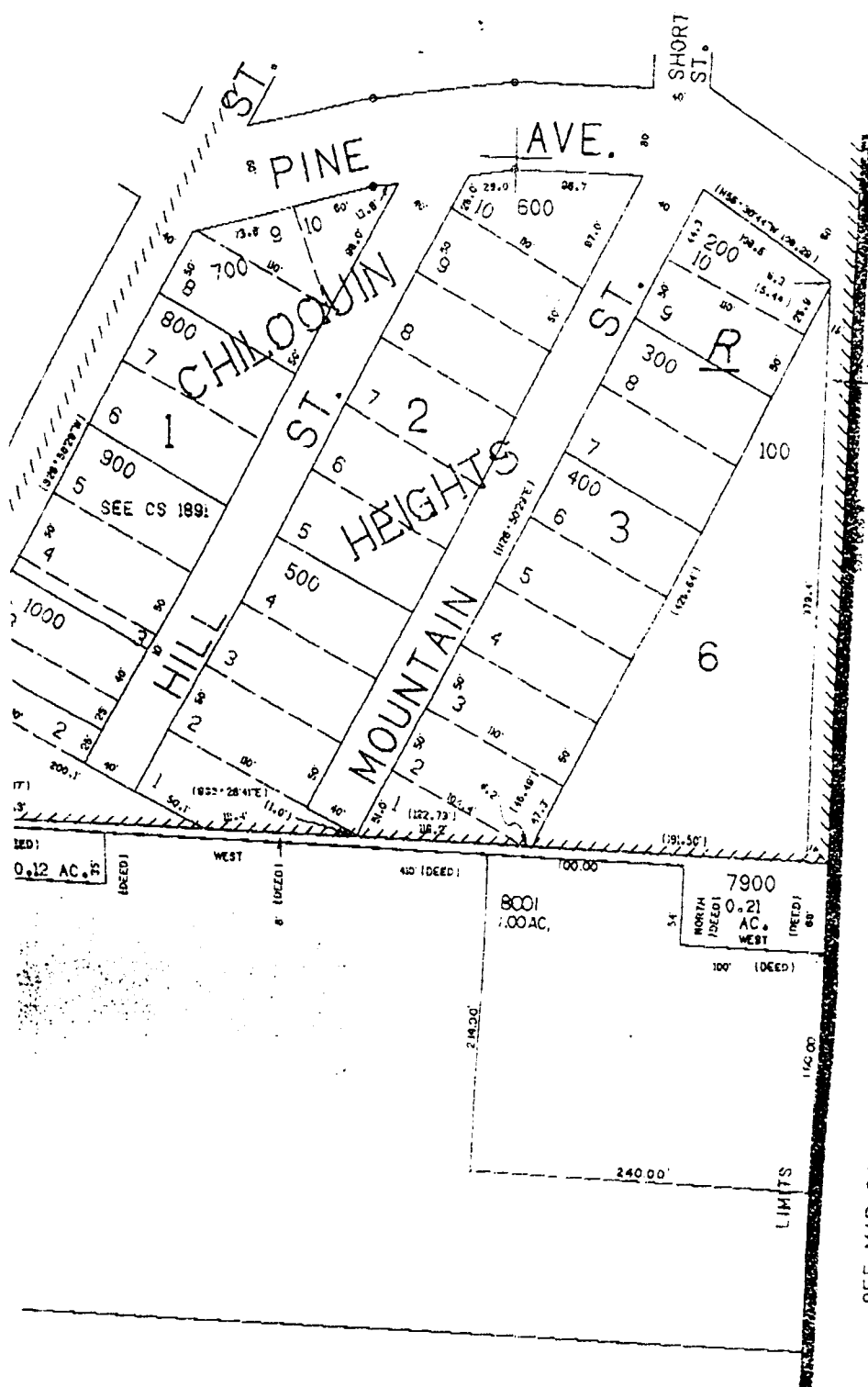
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CHILOQUIN

CHILOQUIN



SEE MAP 34 07 35

State of Oregon, County of Klamath  
 Recorded 10/14/99, at 11:15 a.m.  
 In Vol. M99 Page 40845  
 Linda Smith,  
 County Clerk Fees \$45.00