

1999 DEC 30 PM 3: 38

Vol. M99 Page 51409AGREEMENT FOR EASEMENT

This agreement, made and entered into this 29th day of December, 1999, by and between Frank Etchevers and Bernice Etchevers, husband and wife, hereinafter called first party, and Rosemarie Guerra, hereinafter called 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 4 of Section 4, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon,

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

The second party owns the following described real property and which this easement shall benefit:

That portion of the East half of Lot 29 of Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the East half of Lot 29, thence North 208 feet; thence East 208 feet; thence South 208 feet; thence West 208 feet to the point of beginning.

Now, Therefore, in view of the premises and in consideration of One Thousand Dollars (\$1,000.00) by the second party to the first party paid and other valuable consideration 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 fifteen (15) foot non-exclusive easement for ingress and egress over, under and across the Northerly boundary of first party's real property described above, the Northerly boundary of which is described as follows:

Beginning at the Southwest corner of said Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence Easterly

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along the township line between Section 33 and Section 4, to the southeast corner of Thomas H. Lang's property, as described in M77-11898, deed records of said Klamath County, thence continuing Easterly along said Township line 30 feet, and said Northerly easement line there terminating. The Southerly boundary of second party's right of way shall be parallel with said Northerly line and not more than 15 feet South thereof.

The second party shall have all rights of ingress to and from said 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 hereto.

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 perpetual period, always subject, however, to the following specific conditions, restrictions and consideration: NONE

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

Frank Etchevers
Frank Etchevers

Rosemarie Guerra
Rosemarie Guerra

Berniece L. Etchevers
Berniece L. Etchevers

State of Oregon, County of Klamath
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Linda Smith,
County Clerk Fees \$35 -