

NL

Vol. M01 Page 20499

01 MAY 4 PM 1:13

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this First day of May, 2001,
 by and between Jon F. Hicks,
 hereinafter called the first party, and Janice T. Hicks,
 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 S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 40 South, Range 7 East, W.M., 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 unrestricted access & utility easement granted to all heirs, assigns & owners of the NE $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 40 South, Range 7 East, W.M., Klamath County, Oregon, being more commonly known as 12630 Christopher Drive, Keno, Oregon.

A strip of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 12, Township 40 South, Range 7 East, W.M., Klamath County, Oregon being more particularly described as follows:
 Commencing at a point on the northerly line, and lying 55 feet west, of the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 12, being the true point of beginning for this property description; thence running easterly 25 feet along said northerly line; thence running southerly 25 feet along the easterly line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said section 12; thence northwesterly in a straight line back to the true point of beginning for this property description; and being subject to all easements and rights-of-way of record.

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

— OVER —

AGREEMENT FOR EASEMENT

STATE OF OREGON,

} ss.

BETWEEN

Jon F. Hicks
2921 Lakeshore Drive
Klamath Falls, OR 97601

AND

Jon F. Hicks and Janice T. Hicks
2921 Lakeshore Dr.
Klamath Falls, OR 97601

SPACE RESERVED
 FOR
 RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 05/04/01, at 1:13 p.m.
 In Vol. M01 Page 20499
Linda Smith,
County Clerk Fee \$ 26.00

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

Jon Hicks
2921 Lakeshore Dr.
Klamath Falls, OR 97601

OC
26 cash

1 of 2

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:

Unless both parties agree to modify or rescind the easement.

~~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 year first hereinabove written.

John F. Hicks

STATE OF OREGON, County of <u>KLAMATH</u>		 OFFICIAL SEAL RUSSELL D DETROIT NOTARY PUBLIC OREGON COMMISSION NO. 312760 MY COMMISSION EXPIRES JULY 21, 2002

This instrument was acknowledged before me on
May 4, 2001, by John F. Hicks
 as
 of
Russell D Detroit
 Notary Public for Oregon
 My commission expires July 21, 2002

John F. Hicks

Second Party

This instrument was acknowledged before me on
May 4, 2001, by John F. Hicks
Janice J. Hicks as
 of
Russell D Detroit
 Notary Public for Oregon
 My commission expires July 21, 2002

CH
1

20F2