

After Recording:

Amerititle

222 S 6th Street

Klamath Falls, Or Attn: Linda B.

MT 1396-2764

Vol M01 Page 24021

'01 MAY 24 PM 3:07

### AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14 day of May, 2001 by and between ROBERT J. SANDERS AND JUNE SANDERS, hereinafter called the First Party, and BRUCE M. BOYD and SUZY BOYD, husband and wife, 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:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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 vehicular and pedestrian access as described in Exhibit "C" attached hereto and made a part hereof.

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.

Second Party's real property is described in Exhibit "B" made a part hereof.

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:

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; X 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 allotted 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 constructing 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.

Bruce M. Boyd  
Bruce M. Boyd

Suzy Boyd  
Suzy Boyd

Second Party

Robert J. Sanders  
Robert J. Sanders

June Sanders  
June Sanders

First Party

STATE OF OREGON,

County of Clatsop

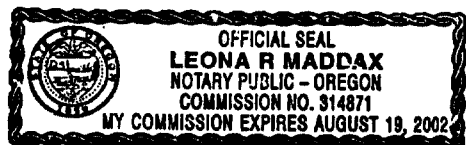
This instrument was acknowledged

before me on May 14 2001

by Bruce M. Boyd and Suzy Boyd  
as their voluntary act and deed

Leona R. Maddax  
Notary Public for Oregon

My commission expires Aug 19, 2002



STATE OF OREGON,

County of Clatsop

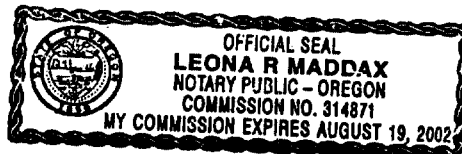
This instrument was acknowledged

before me on May 14 2001

by Robert J. Sanders and June Sanders  
as their voluntary act and deed

Leona R. Maddax  
Notary Public for Oregon

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**SANDERS PROPERTY**

**PARCEL 1:**

In Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: The East 990 feet of the SE1/4 NW1/4 and that portion of the East 990 feet of the SW1/4 lying North of the Sprague River Highway.

**PARCEL 2:**

In Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: The West 990 feet of the SW1/4 NW1/4 lying North of the Sprague River Highway.

**PARCEL 3:**

In Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: The N1/2 NW1/4

**PARCEL 4:**

In Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: The W1/2 NE1/4

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**BOYD PROPERTY**

**PARCEL 1:**

The SW1/4 of the SW1/4 of Section 21, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 2:**

The S1/2 of the S1/2 of the SW1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 3:**

The S1/2 of the SE1/4 of of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

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**EXHIBIT "C"**  
**EASEMENT****EASEMENT ACROSS SANDERS PROPERTY:**

That portion of the land described in Warranty Deed recorded March 11, 1991 in Volume M91, page 4365, Microfilm Records of Klamath County, Oregon, described as follows:

The West 60 feet of that portion of the NW1/4 of Section 29, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Sprague River Highway.

State of Oregon, County of Klamath  
Recorded 05/24/01, at 3:07 p.m.  
In Vol. M01 Page 24021  
*Linda Smith,*  
County Clerk Fee \$ 41<sup>00</sup>