

After Recording;

Amerititle

222 S 6th Street

Klamath Falls, Or 97601 Attn: Linda B.

MTL 1396-2763

Vol M01 Page 24015

'01 JUN 13 AM 11:11

AGREEMENT FOR EASEMENT

'01 MAY 24 PM 3:07

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

WITNESSETH: WHEREAS: The First Parties are the record owners of the following described real estate in Klamath County, State of Oregon, to wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

and have 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 Parties paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the First Parties, they agree as follows: The First Parties do 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 Parties shall have the full use and control of the above described real estate.

The Second Party hereby agrees to hold and save the First Parties 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 Parties; X the Second Party; both Parties, share and share alike; both Parties, with the First Parties being responsible for % and the Second Parties 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.

This document is being re-recorded to add the consent of the beneficiaries John B. Pollock and Jacqueline A. Pollock.

Page 1 of 2 Easement Agreement

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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
Suzy Boyd
First Party

Robert J. Sanders
June Sanders
First Party

Don Moore
Patty Moore
Second Party

STATE OF OREGON,
County of Klamath

This instrument was acknowledged
before me on May 14 2001
by Bruce M. Boyd and Suzy Boyd
as their voluntary act and deed

STATE OF OREGON,
County of Klamath

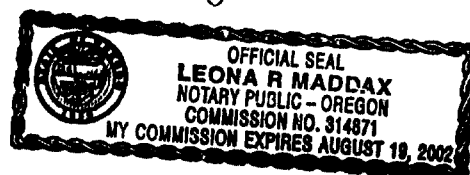
This instrument was acknowledged
before me on May 14 2001
by Robert J. Sanders and June Sanders
as their voluntary act and deed

Leona R Maddax
Notary Public for Oregon
My commission expires Aug 19, 2002

Leona R Maddax
Notary Public for Oregon
My commission expires Aug 19, 2002

This instrument was acknowledged before me this 14 day of May 2001 By Don Moore and Patty Moore as their voluntary act and deed.

By Leona R Maddax
Notary Public for Oregon
My Commission Expires Aug 19, 2002
Page 2 of 4 Easement Agreement



This easement is approved and acknowledged by the Beneficiary of a trust deed wherein Bruce M. Boyd and Suzy Boyd are the Grantors, and John B. Pollock and Jacqueline A. Pollock are the Beneficiaries. Said Parties hereby agree and consent to the easement.

John B. Pollock
John B. Pollock
Jacqueline A. Pollock
Jacqueline A. Pollock

Acknowledged this 9 day of ~~May~~^{June}, 2001 by John B. Pollock and Jacqueline A. Pollock as their voluntary act and deed.



Jackie Storr
Notary Public for Tarrant County, Texas

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EXHIBIT "A"
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.

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

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EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

The N1/2 SW1/4 and the NW1/4 SE1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

The N1/2 S1/2 SW1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

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EXHIBIT "C"
EASEMENTS

EASEMENT ACROSS BOYD PROPERTY:

The West 60 feet of 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.

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 06/13/01, at 11:11 a. m.
In Vol. M01 Page 28095
Linda Smith,
County Clerk Fee\$ 30⁰⁰ RR