

After recording return to

Klamath Cascade Group, LLC
2918 Edison Ave
Klamath Falls, OR 97603

Vol M03 Page 25102

State of Oregon, County of Klamath
Recorded 04/21/2003 10:53 a m.
Vol M03 Pg 25102-4
Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

'03 APR 21 AM 10:53

MTC- 13910-4912-

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 18 th day of April, 2003, by and between James A. Bursell and Lucy ~~K.M.~~ Bursell, Husband and Wife, hereinafter called the first party, and Klamath Cascade Group, LLC, their successor and/or assigns 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:

Lot 27 of Tract 1310 - PLUM VALLEY II, according to the official plat thereof on file in the office of the Clerk of 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 A public utility and access easement further described to wit:

See attached Exhibit "A"

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:

During the existences 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 allowed to each party should total 100.)

AMERITITLE has recorded this
instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

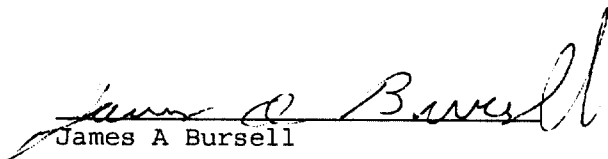
31.00 ~


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.


James A Bursell


Klamath Cascade Group, LLC
Robert Stewart, manager


Lucy M. Bursell

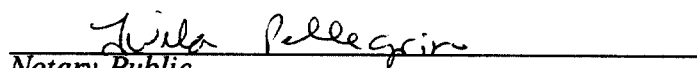
First party

Second party

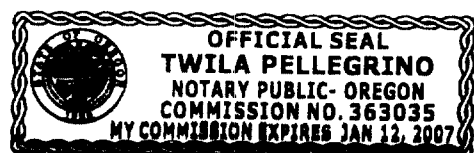
State of Oregon

County of Klamath

This instrument was acknowledged before me on the 18th day of April, 2003 by James ~~M.~~ Bursell and Lucy ~~K.~~Bursell THEIR voluntary act and deed.


Notary Public

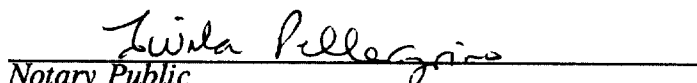
My Commission Expires 1-12-2007



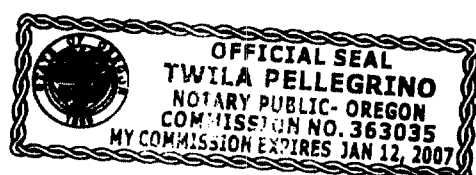
State of Oregon

County of Klamath

This instrument was acknowledged before me on the 18th day of April, 2003 by Robert Stewart, manager of Klamath Cascade Group, LLC Trust THEIR voluntary act and deed.


Notary Public

My Commission Expires 1-12-2007



OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

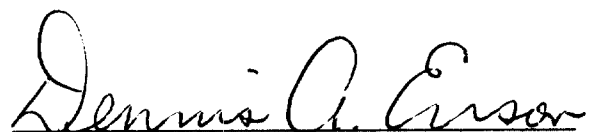
JOHN HEATON L.S.I.T.

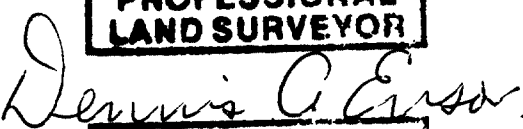
25104

EXHIBIT "A"

AN EASEMENT BEING A PORTION OF LOT 27 OF "TRACT 1310 - PLUM VALLEY II", SITUATED IN THE SE1/4 OF SECTION 19, T37S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 27, SAID POINT BEING THE SE1/16 CORNER OF SAID SECTION 19 AND BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SIMPSON CANYON ROAD; THENCE, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S59°58'03"W 268.39 FEET AND CENTRAL ANGLE EQUALS 07°44'25") 36.26 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE, S67°42'28"W 17.59 FEET TO THE WEST LINE OF SAID LOT 27; THENCE N00°26'16"E, ALONG THE SAID WEST LINE, 39.19 FEET TO THE POINT OF BEGINNING, CONTAINING 333 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1310 - PLUM VALLEY II" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.


DENNIS A. ENSOR O.L.S. 2442


**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

**OREGON
JULY 25, 1930
DENNIS A. ENSOR
2442**

EXPIRES: 12/31/03