

State of Oregon, County of Klamath
 Recorded 06/29/2004 9:16 a m
 Vol M04 Pg 41939-46
 Linda Smith, County Clerk
 Fee \$ 26⁰⁰ # of Pgs 2

AGREEMENT FOR EASEMENT

04 JUN 29 AM 9:16

*THIS AGREEMENT, Made and entered into this 21st day of June, ~~12~~ 2004
 by and between Russell J. Earnest and Alesha C. Earnest,
 hereinafter called the first party, and Bobby Owens and Allen Mead,
 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:*

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**Parcel 1 of Land Partition 23-02 being Lot 10 of Villa St. Clair situated in
 the NW $\frac{1}{4}$ of Section 14, Township 39, South, Range 9 east of the Willamette
 Meridian, Klamath County, Oregon**

and has the unrestricted right to grant the easement hereinafter described relative to said 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 acknowl-
 edged by the first party, they agree as follows:*

The first party does hereby grant, assign and set over to the second party

**An Easement 30' wide over the easterly 30 feet of Parcel 1 of Land Partition 23-02
 for the benefit of Lots 11 and 14 Villa Saint Clair**

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

*The second party shall have all rights of ingress and egress 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 thereto.*

*Except as to the rights herein granted, the first party shall have the full use and control of the above de-
 scribed 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:*

Maintenance is to be shared equally by all users of said easement

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

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 as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

June 27, 2004

Personally appeared the above named Alesha

& Russell Earnest

and acknowledged the foregoing instrument to be

a voluntary act and deed.

Before me:

Patricia L. Davis

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of) ss.

....., 19.....

Personally appeared and

..... who, being duly sworn, each for himself and not one for the other, did say that the former is the

..... president and that the latter is the

..... secretary of

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)



**AGREEMENT
FOR EASEMENT**

BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of) ss.

I certify that the within instrument was received for record on the day of 19....., at o'clock..... M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy