

## AGREEMENT FOR EASEMENT

04 JUN 29 AM 9:16

State of Oregon, County of Klamath  
 Recorded 06/29/2004 9:16 a m  
 Vol M04 Pg 41941-41-A  
 Linda Smith, County Clerk  
 Fee \$ 26.00 # of Pgs 2  
 June 18, 2004

THIS AGREEMENT, Made and entered into this 21st day of June, 2004  
 by and between Marshal Eugene Cogburn and Lois Marie Cogburn  
 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:

Vol M04 Page 41941

Parcel 2 of Land Partition 23-02 being Lot 10 of Villa St. Clair situated in the NW 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 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 30' wideover the easterly 30 feet of Parcel 2 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 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:

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

41941-A

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.

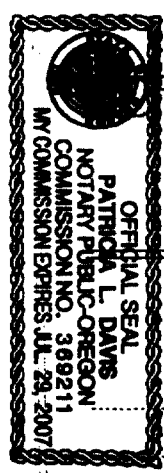
*Marshal Eugene Cogburn*  
Marshal Eugene Cogburn  
*Lois Marie Cogburn*  
Lois Marie Cogburn

(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 24, 2004  
Personally appeared the above named  
Lois m & Marshal E Cogburn  
and acknowledged the foregoing instrument to be  
a voluntary act and deed.

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)



Before me:  
*Patricia L. Davis*  
Notary Public for Oregon  
My commission expires:

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

STATE OF OREGON, } ss.  
County of .....  
I certify that the within instru-  
ment 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.  
By ..... TITLE  
Deputy