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Vol M04 Page 86003

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 22 day of October, 12 2004,
by and between Helen & Michael Manooqian
hereinafter called the first party, and Patrick Timothy & Rhonda Sue McHenry
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:
Parcel One:

Southwest 1/4 of the Southeast 1/4, Section 18, Township 37 South, Range 15 East, Klamath County, Oregon.

Reserving therefrom an easement of thirty feet (30 feet) in width along all boundaries and 60 feet in width along all existing roads, for Public highways and Public utilities for use in common with others, with power to dedicate.

Parcel Two:

A non-exclusivereasement for roadways over any existing roads lying within and adjacent land of the grantee above

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

See Exhibit "A" attached hereto and made a part hereof

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Manooqian

AND

McHenry

625 East Ave. J-4, Lancaster, CA

After recording return to (Name, Address, Zip):

McHenry

625 East Ave. J-4
Lancaster, CA 93535

State of Oregon, County of Klamath
Recorded 12/16/04 8:06 a m
Vol M04 Pg 86003-06
Linda Smith, County Clerk
Fee \$ 36 # of Pgs 4

McHenry



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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

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

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

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; ☒ 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 allocated 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 construing 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.

Helen Manoojian
Michael Manoojian

First Party
STATE OF ~~COLORADO~~ COLORADO } ss.
County of: Denver
11/8/04, the instrument was acknowledged before me on
by MARIAM LOSEKE and Helen Manoojian
and Michael Manoojian
My Commission Expires August 23, 2008
Notary Public for Colorado

Second Party
STATE OF OREGON, } ss.
County of _____
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____
Notary Public for Oregon
My commission expires _____



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Hannah Fulton

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IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

STATE OF Calif First Party
OREGON, } ss.
County of
This instrument was acknowledged before me on
....., 19....., by
of
Notary Public for Oregon
My commission expires

Rhonda McHenry
Rhonda McHenry
California Second Party
STATE OF OREGON, } ss.
County of Los Angeles
This instrument was acknowledged before me on
November 11, 2008 by Rhonda Sue
McHenry ss.
of
Hannah Fulton
Hannah Fulton
Notary Public for Oregon
My commission expires Sep 25, 2008 California

McHenry Description of Easement:

A 30 foot wide nonexclusive easement across a portion of the SW1/4, SE1/4, Sec.18, T37S, R15E.W.M. Said easement being more particularly described as follows:

Beginning at the intersection of the existing pavement centerline on Fishhole Creek Road and south boundary of Sec.18, T37S,R15E.W.M.; thence S89° 44' 40"E along said south boundary, 347.0 feet more or less to the E1/6 corner between said Sec.18 and Sec.19; thence N00° 20' 39"E along the east boundary of the SW1/4, SE1/4 of said Sec.18 a distance of 30.0 feet more or less to a point that is 30 feet north of said south boundary; thence parallel to and 30 feet from said south boundary N89° 44' 40"W, 414.4 feet, to the intersection of said centerline of existing pavement; thence S65° 43'E along said centerline to the point of beginning of this description.