



12/05/2006 08:41:52 AM

Fee: \$26.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 1st day of November, 2006 by and between **Linda Norma Foster Trustee & Myles L Foster & Linda Norma Family Trust**, hereinafter called the first party, and **Kevin Harvey, his Heirs, Successors and Assignees**, 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:

The Southeast Quarter of the Northwest Quarter and that part of the South ½ of the Northeast Quarter that lies West of the Sycan River, all in Section 6, Township 35 South, Range 12 East of the Willamette Meridian, 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 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 Perpetual non-exclusive easement for ingress and egress over and across the West 60 feet of the property described hereinabove.

Said easement to benefit the following described property:

The Northeast Quarter of the Northwest Quarter and that portion of the North Half of the Northeast Quarter lying West of the Sycan River, in Section 6, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

The second part shall have all right 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 perpetual period.

The easement is further described as follows:

The West 60 feet of the Southeast Quarter of the Northwest Quarter of Section 6, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

and second party's right of way shall be parallel with the center line.

-Over-

AGREEMENT FOR EASEMENT BETWEEN Linda Norma Foster Trustee & Myles L Foster & Linda Norma Family Trust AND Kevin Harvey, his Heirs, Successors and Assignees	<div>Space Reserved for Recorders Use</div>	STATE OF OREGON, County of Klamath Falls I certify that the within instrument was received for record on the _____ day of _____ at _____ o'clock ____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____ Record of Klamath County. Witness my hand and seal of County affixed. Name _____ Title _____ By _____, Deputy
After recording return to: Kevin Harvey, 272 Grandview Circle, Camarillo, CA 93010		

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural causes, natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of the second party.

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.

Linda Norma Foster - Trustee Kevin Harvey
First Party Second Party

STATE OF OREGON, County of Jackson

This instrument was acknowledged before me on November 6, 2006, by Linda

Noema Foster

as Trustee

of Myles L Foster + Linda Norma
Family Trust

[Signature]
Notary Public for Oregon

My commission expires 09-24-2008

STATE OF CALIFORNIA, County of Ventura

This instrument was acknowledged before me on November 27, 2006, by _____

Kevin Harvey

as Individual

of _____

[Signature]
Notary Public for California

My commission expires 11-20-09

