

85233

Vol. ^m 80 Page 10355

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this ^{May 6 1980} ~~1~~ day
~~of December, 1979,~~ by and between CHARLES G. DUNCAN and
 LEONE M. DUNCAN, husband and wife, hereinafter called the
 first party, and KENNETH R. KEENEY AND JUNE W. KEENEY,
 husband and wife, 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:

E 1/2 SE 1/4 of Section 33, Township 40 South,
 Range 11 East, W.M. and E 1/2 NE 1/4 of Section
 4, Township 41 South, Range 11 East, W.M., excepting
 a five acre parcel in the SE corner.

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 (\$1.00) 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 over the existing road known as Pope Road
 located on the above-described property. This easement is for the
 benefit of and appurtenant to that land, or any portion thereof, in
 the County of Klamath, State of Oregon, described as follows:

SW 1/4 SW 1/4 of Section 27 and the SE 1/4 SE 1/4 of
 Section 28, lying southeasterly of the existing roadway,
 all in Township 40 South, Range 11 East of the Willamette
 Meridian, in Klamath County, Oregon.

AGREEMENT FOR EASEMENT - 1

KR Keeney
 PO 453
 Merrill Ore 97633

80 JUN 6 PM 2 35

1927

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 is perpetual, always subject, however, to the following specific condition, restriction and consideration: Second parties agree to pay costs for maintenance and repair of those portions of Pope Road not maintained by the County in proportion to their usage of that road.

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.

Charles G. Duncan
CHARLES G. DUNCAN

Leone M. Duncan
LEONE M. DUNCAN

Kenneth R. Keeney
KENNETH R. KEENEY

June W. Keeney
JUNE W. KEENEY

STATE OF OREGON)
County of Klamath) ss.
April 3, 1980
December, 1979.

Personally appeared the above named CHARLES G. DUNCAN and LEONE M. DUNCAN, husband and wife, and KENNETH R. KEENEY and JUNE W. KEENEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(S E A L)

William D. Milne
Notary Public for Oregon
My Commission Expires: 12-26-82

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 6th day of June A.D., 19 80 at 2:35 o'clock P M., and duly recorded in Vol M80 of Deeds on Page 10355.

FEE \$10.50

WM. D. MILNE, County Clerk
By Bernetha A. Ketch Deputy