

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this May 6 1980 day <sup>KRK</sup> of ~~December, 1979~~, by and between WILLIAM S. FLESHER and ANN HOOK FLESHER, 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:

W 1/2 NE 1/4 of Section 33, Township 40 South, Range 11 East, W.M. and a portion of SE 1/4 SE 1/4 of Section 28, Township 40 South, Range 11 East, W.M.

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:

K R Keeney  
PO #53  
Merrill, Ore 97633

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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.

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.

5-6-80

William S. Flesher  
WILLIAM S. FLESHER

Ann Hook Flesher  
ANN HOOK FLESHER

Kenneth R. Keeney  
KENNETH R. KEENEY

June W. Keeney  
JUNE W. KEENEY

STATE OF OREGON            )  
County of Klamath        ) ss.  
May 6, 1980  
~~December~~ , 1979.

Personally appeared the above named WILLIAM S. FLESHER and ANN HOOK FLESHER, 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)

Miller E. Hartman  
Notary Public for Oregon  
My Commission Expires: 12-26-80

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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 2:36 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 10361.

FEE \$10.50

WM. D. MILNE, County Clerk  
By Bernetha Hetch Deputy