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WM. M. GANONG ATTORNEY AT LAW 1151 PINE STREET KLAMATH FALLS, OR

97601 (503) 882-7228

Vol. 783 Page 5137 K. 36134 AGREEMENT FOR CROSS EASEMENTS THIS AGREEMENT, made and entered into this 9th day of May, 1983, by and between CECIL L. PERKINS and PATRICIA J. PERKINS, hereinafter called first par-2 ties, and JACK H. JONES and PATRICIA A. JONES, Trustees of the Jones Family 3 Revocable Trust, hereinafter called the second party; 5 WITNESSETH: WHEREAS, the First parties are the record owners of the real estate described on Exhibit "A" attached hereto; and 6 WHEREAS, the Second party is the Contractor Purchaser of the real estate described on Exhibit "B" attached hereto; and 7 WHEREAS, the Parties desire to grant to the other easements for access and utilities; Now, THEREFORE, in consideration of the covenants and agreements of each of the said Parties herein contained the Parties agree by and between the said of the said of the said parties herein contained the parties agree by and between the same the same state devises a 9 themselves and on behalf of their respective successors, heirs, devisees, personal representatives and grantees as follows: 10 11 12 First Parties do hereby give, grant, bargain, sell and convey unto Second Party, a perpetual easement in and to the existing water and sewer lines as the same are presently constructed and exist upon and across First Parties' 13 as the same are presently constructed and exist upon and across first farties said Real Estate, for the purpose of repairing, maintaining and replacing said water and sewer lines which serve second party's said Real Estate, said ease-ment to be appurtement to Second Partice said Poel Fetate subject to and 14 ment to be appurtenant to Second Parties said Real Estate, subject to and SAVING, EXCEPTING AND RESERVING therefrom unto First Parties the perpetual 15 right and easement to use said water and sewer lines for the benefit of First Parties said Real Estate. First Parties to pay their separate sewer charge or 16 17 18 Second Party does hereby give, grant, bargain, sell and convey unto 2. First Parties, a perpetual easement in and to the existing water and sewer 19 lines; electric, telephone and cable television lines and hook ups; for the purpose of repairing, maintaining and replacing said water and sewer lines; 20 power, telephone and cable television lines, 21 Second Party does further grant unto First Parties a perpetual easement for ingress and egress to First Parties said real estate over and upon the 22 driveway presently constructed upon and across Second Party's said real estate. Said easement to be restricted to residential use only. 23 24 Finally, Second Party does grant and convey to First Parties an easement 15 feet in width upon and across Second Parties said real estate from the 25 northwest corner of First Parties' said real estate to the westerly right of Northwest corner of first farties said feat estate to the westerly tight way line of Summers Lane. It is the intension of the parties that said 15 way line of summers bane. It is the inclusion of the parties that Suit is foot wide strip of land adjoin the northerly boundary line of the First Parties and real action and the electoric systematics thereast. Said electoric granted 26 said real estate and the easterly extension thereof. Said easement is granted for the purpose of allowing First Parties to, in the future, install and main-27 tain a water line and other utility lines from Summers Lane to First Parties 28 29 30 Provided, however, that each of the said parties shall be solely res-3 ponsible for paying all costs incurred in using, maintaining, repairing, re-31 placing or constructing said utility lines, And provided further, that a party shall undertake to complete any repairs, replacements or construction in a 32 snall undertake to complete any repairs, replacements of construction in a timely manner and without undue delay, and shall restore the servient area AGREEMENT FOR CROSS EASEMENT - Page 1

8138 to the physical state the same was in prior to the time the repair, replace-1 ment or construction was undertaken. 2 The Parties hereby mutually agree to hold and save the other harmless 3 from any and all claims or damages or liens arising from a party's use of an easement. 5 5. First Parties to install a water meter, on the water line now serving 6 their property and pay Second Party or its successors and assigns, annually and on the 1st day of June each year an amount equal to the current domestic water 7 rate then being charged to the Second Party by the water utility per 750 gallons of usage, or on a water line hereafter constructed on the 15' wide ease-8 ment granted above before June 1, 1985. Until such time First Parties to pay Second Party \$30.00 on the 1st day of June, 1983, and to be adjusted to 1/52 9 of the park usage each year on June 1 or until said water meter is installed. If First Parties install water line to Summers Lane and installs meter, 10 First Parties to obtain water service, from water utility company (City of 11 6. The covenants, agreements, terms, conditions, reservations, exceptions Klamath Falls) and easements herein made or granted shall perpetually run with the Parties' 12 respective Real Estate described in Exhibits A and B of this Agreement and shall forever be appurtenant to and for the benefit of said Real Estate and said 13 Real Estate shall likewise be subject to the burdens created or recognized by 14 this Agreement. IN WITNESS WHEREOF, the parties hereto have subscribed this 15 instrument in duplicate the day and year first herein written. 16 SECOND PARTIES: FIRST PARTIES: Jones Family Revocable Trust 17 9 fd. Kerkins 18 JONES, Trustee 19 CECIL PERKINS 20 a Jones l Valuera P 21 JONES, Trustee RATRICIA PATRICIA PERKINS ₩ 22 23 STATE OF OREGON)SS County of Klamath On this 13^{44} day of May, 1983, personally appeared Cecil Perkins and 24 Patricia Perkins, and Jack H. Jones, Trustee and Patricia A. Jones, Trustee, and acknowledged the foregoing Instrument to be their voluntary act and deed. 25 Notary Rublic for Oregon My Commission expires: 8/27/83 د. ACKNOWLEDGAENT BY ATTORNEY-IN-FACT. STATE OF OREGON, SS. Klamath County of , 19 83 personally appeared May day of 13th On this the Jack H. Jones who, being duly sworn (or affirmed), did say that he is the attorney in fact for and Patricia A. Jones that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal. Faithe More (Signalyre) (Official Seal) My Commission Expires: 8/27/83 (Title of Officer)

EXHIBIT A

1	A portion of the SE% of NE% of Section 10, Twp. 39 South, Range
9 E.W.M.,	in the County of Klamath, State of Oregon more particularly describe
as follows	:
	Beginning at a point 605 feet South of the Southeast corner of the NE% of the NE% of Section 10, Twp. 39S, R. 9 E.W.M.;

thence South 100 feet; thence West 300 feet; thence North 100 feet; thence East 300 to the point of beginning; saving and excepting therefrom the East 154 feet thereof.

WM. M. GANONG ATTORNEY AT LAW 1151 PINE STREET KLAMATH FALLS, OR. 97601 (503) 882-7228

EXHIBIT "A"

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EXHIBIT "B"

2 PARCEL O	NE: A tract of land situated in the SEXNEX of Section 10, Township 39 A tract of land situated in the SEXNEX of Section 10, Township 39 A tract of land situated in the SEXNEX of Section 10, Township 39
	A tract of land situated in the SEXNEX of Section 10, Township J A tract of land situated in the SEXNEX of Section 10, Township J Range 9 E.W.M., said tract being a portion of tract described in deed Range 9 E.W.M., said tract being a portion of tract described in deed range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described range 9 E.W.M., said tract being a portion of tract described in described
3	$O = W M_{\star}$ Sate == $(1 + 1) M M M M M M M M M M M M M M M M M M $
South, R	to McNeely recorded in Volume escribed as follows:
from Pet	being more particularly ted 655 feet South and Jort lying on the
County,	<pre>tange 9 E.M.R.Y recorded in Volume M/1 pool cric to McNeely recorded in Volume M/1 pool cric to McNeely recorded in Volume M/1 pool Oregon, being more particularly described as follows: Oregon, being more particularly described as follows: Beginning at an iron pin located 655 feet South and 30 feet West of Beginning at an iron pin located 655 feet South and 30 feet West of theast corner of the NE4NE4 of said Section 10, said point lying on the theast corner of the NE4NE4 of said Section 10, said point lying on the undary of Summers Lane; thence West along the North line of Beginning of undary of Summers Lane; thence West to the True Point of Beginning of ad tract a distance of 237.0 feet to the True Point; thence West</pre>
5	theast corner of the NEXMEN of West along the North line of Beginning of
6 West bo	undary of Summers Lane; the to the True Point of point; thence West
West bo	theast corner of the NE4NE4 of Said blong the North line of above undary of Summers Lane; thence West along the True Point of Beginning of ed tract a distance of 237.0 feet to the True Point of Beginning of escription; thence South a distance of 85.0 feet to a point; thence West escription; thence South a distance of 85.0 loss a distance of ance of 112.2 feet to an iron pin; thence S. 01°55'E. a distance of the Northeasterly Boundary of the feet, more or less, to an iron pin on the Northeasterly Boundary of the feet, more or less, to an iron pin on the Northeasterly on the
7 this de	scription; thence South a tron pin; thence S. Of Spir, a Boundary of the
	ed tract a distance South a distance of 0,000 S. Ol°55'E. a distance of escription; thence South a iron pin; thence S. Ol°55'E. a distance of ance of 112.2 feet to an iron pin on the Northeasterly Boundary of the feet, more or less, to an iron pin on the Northeasterly W. a distance of feet, more or less, to an iron pin on the tion canal; thence following said boundary, N. 55°43' W. a distance of distance of 288.0 feet to an iron pin on the said
8 146.0 f	teet, more or less, to lowing said boundary, N. to an iron pin on the
irriga	ance of 112.2 feet to an iron pin; thence Northeasterly Boundary of the feet, more or less, to an iron pin on the Northeasterly Boundary of the tion canal; thence following said boundary, N. 55°43' W. a distance of tion canal; thence following said boundary, N. 55°43' E. along said feat and N. 63°31' W. a distance of 288.0 feet to an iron pin on the feat and N. 63°31' W. a distance of 288.0 feet to X. 27°45' E. along said
9 114.0	ance of field of less, to an iron pin on dary, N. 55°43' W. a distance of the following said boundary, N. 55°43' W. a distance of the to an iron pin on the feet and N. 63°31' W. a distance of 288.0 feet to an iron pin said asterly boundary of the USBR Drain; thence N. 27°45' E. along said asterly boundary of the USBR Drain; thence N. 27°45' E. along the North line asterly boundary of the USBR 12811; thence East along the North line of distance described in Volume M71 page 12811; thence or less to the point of
southe	asterly boundary 43.2 feet to an iron pin matring thence East along the North Iron
10 bounda	feet and N. US of the USBR Drain; thence we northwest corner of asterly boundary of the USBR Drain; thence King the Northwest corner of ry a distance 43.2 feet to an iron pin marking the Northwest corner of tract described in Volume M71 page 12811; thence East along the North line tract described in Volume M71 page 12811; thence or less to the point of the described tract a distance of 439.2 feet, more or less to the point of
said t	ract described tract a distance of 439.2 2000
11 of sal	
begini	ити Р •
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13 PARCE	L TWO: arthurk of Section 10 Township 39
PARCE	
14	A Tract of land situated in the SEXNEX of Section as follows: A Tract of land situated in the SexNEX of section as follows: A Range 9 E.W.M., more particularly described as follows: Beginning at a 5/8 inch iron pin marking the Southeast corner of the Beginning at a 5/8 inch iron pin marking the Southeast line of
South	nance 9 K.W.M., more is in marking the fast line of
15	Beginning at a site south 0101200 Line of Summers Lane a
NEWN	Beginning at a 5/8 inch 1701 plu plu 200" East along the Lase a Beginning at a 5/8 inch 1701 plu 200" East along the Lase a E4 of said Section 10; thence South 01°12'00" East along the Summers Lane a SE4NE4 of said Section 10 and along the centerline of Summers Lane a SE4NE4 of said Section 10 and along the centerline of this description; SE4NE4 of said Section 10 and along the centerline of this description; set 64.41 feet to the true point of beginning of this description on a f 64.41 feet to the true point of 30.0 feet to a 5/8 inch iron pin on
the the	Seture of the free to the true point c on 0 feet to a 5/8 Inch and the
17 dist	ance of orthograd west a distance of Lane; thence continuing bet to a 5/8
then	Size of 64.41 feet to the true point of 30.0 feet to a 578 Inch interview ance of 64.41 feet to the true point of 30.0 feet to a 578 Inch interview ice South 87°40'20" West a distance of 30.72 feet to a 578 Westerly right of way line of Summers Lane; thence continuing South 40'20" West along an existing fence line a distance of 383.72 feet to a 578 h iron pin on the Easterly right of way line of the USBR Drain Canal; h iron pin on the Easterly right of way line a distance of 655.09 h iron pin on the Easterly right of 88°48'00" East at right angles to a South 26°17'00" West along Said right of Way line a distance of 655.09
18 g7°4	Westerly fight of an existing fence line a distance of the USBR Drain Canar, 40'20" West along an existing fence line of the USBR Drain Canar, in iron pin on the Easterly right of way line a distance of 655.09 in conce South 26°17'00" West along said right of way line a distance of 415.96 to a note so 5/8 inch iron pin; thence North 88°48'00" East at right angles to the south 26'17'00" west along said right of way line of 415.96 to a
inch	40'20" West along an easterly right of way line of way line a distance of 05500 h iron pin on the Easterly right of way line a distance of 05500 nce South 26°17'00" West along said right of way line a distance of 415.96 to a t to a 5/8 inch iron pin; thence North 88°48'00" East at right angles to t to a 5/8 inch iron pin; thence North 88°48'00" East at right angles to East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 5/8 inch iron
19 the	nce South 26°17'00" West along Sald Fight 88°48'00" East at Fight dagate nce South 26°17'00" West along Sald Fight 88°48'00" East at Fight dagate t to a 5/8 inch iron pin; thence North 88°48'00" West parallel with the East line of East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of 415.96 to a East line of the SE4NE4 of 510 to a East line of the SE4NE4 of 510 to a East line of the SE4NE4 of 510 to a East line of 510 to a Eas
fee	nce South 26 17 00 min; thence North 80 40 00 t to a 5/8 inch iron pin; thence North 10 a distance of 415.96 to a East line of the SE4NE4 of said Section 10 a distance of with the East line of inch iron pin; thence North 01°12'00" West parallel with the East line of or line of said Section 10 a distance of 100.00 feet to a 5/8 inch iron arl West of said Section 10 a distance of 270.00 feet to a 5/8 inch iron
20 the	East line of the Sprace North 01°12'00" we so 00 feet to a 5/8 inch iron
5/8	inch iron pin; thether ion a distance of 270.00 feet to a 1/2 inch iron
f' lthe	SEXNER OF Several and the several sectors lane; thence concerner
loir	i thence the fast fille of way line of the the East fille of the state of the
22 pir	n on the wester a distance of 30.0 from the lane; thence North of beginning
23 NOT	cald Section 10 and the center of 489.34 feet to the true point
UL We	n on the Westerly Fight of 30.0 feet to the bost hence North 01 12 00 rth 88°48'00" East a distance of 30.0 feet to the true point of beginning said Section 10 and the centerline of Summers Lane; thence North 01 12 00 st along said line a distance of 489.34 feet to the true point of beginning st along said line a distance of 489.34 feet to the true point of beginning st along said line a distance of 489.34 feet to the true point of beginning st along said line a distance of 489.34 feet to the true point of beginning
24. of	this description.
0-	therefrom the East 30 feet therees
25 _{SA}	this description. VINGS AND EXCEPTING therefrom the East 30 feet thereof lying within the vings and Excepting therefrom the East 30 feet thereof lying within the
26 ^{ri}	WINGS AND EXCEPTING on Lane; ight of way of Summers Lane; UBJECT TO: Reservations, restrictions, easements, rules and regulations
20 1	restrictions, easer-
27	UBJECT TO: Reservations, restance
0	[record;
28	LSO, SUBJECT TO: A. Right of Way Easement, including the terms and provisions A. Right of Way Easement, Perkins and Patricia J. Perkins,
6	A. Right of Way Easement, including the terms and provisions A. Right of Way Easement, including the terms and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, thereof, given by Cecil L. Perkins and Patricia J. Perkins, the perkins and the pe
29	A. Right of Way Easement, The Perkins and Patricia 3. thereof, given by Cecil L. Perkins and Patricia 3. thereof, dated his wife, to California-Pacific Utilities Company, dated his wife, to California-Pacific Utilities 25, 1978, in Volume 25, 1978, the County of Cou
20	thereof, given alfornia-Pacific Utilities 1078 in Volume
30	A. thereof, given by Cecil E. tofic Utilities Company, dated his wife, to California-Pacific Utilities Company, dated September 22, 1978, recorded September 25, 1978, in Volume September 21096, Deed Records of Klamath County, Oregon.
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	M/8 page 22010 ///
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M. M. GANONG	
WHO DIEY AT LAW	EXHIBIT "B" - Page l
1151 PINE STREET	
07601	
(503) 882-7228	

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	1 2 3 4 5	 B. Easement as disclosed by Deed of Easement, including the terms and provisions thereof, by and between John G. Feldmann and Marlene A. Feldman, husband and wife, and Klamath First Federal Savings and Loan Association, and Cecil L. Perkins and Patricia J. Perkins, husband and wife, dated May 16, 1979, recorded June 14, 1979, in Volume M79 page 14076, Deed Records of Klamath County, Oregon. Affects Parcel 2. C. The "AS IS" condition of the property. 	
	6 7 8 9	STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record	
	10 11 12 13	Filed for record . this 25th day of <u>May</u> A. D. 1983 at11:190'clock A.t., and duly recorded in Vol. <u>M83</u> , of <u>Deeds</u> on Page <u>8137</u> . EVELYN BIEHN, County Clerk By <u>Hug</u> <u>Hug</u> Fee \$20.00	
	14 15 16 17		
	18 19 20 21		
	22 23 24. 25 26		
	20 27 26 29 30		
ATT 115 KLAP	31 32 M. GANONG ORNEY AT LAW 11 PINE STREET MATH FALLS, OR. 97601 (503) 682-7228	EXHIBIT "B"- Page 2	