

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 parties, and JACK H. JONES and PATRICIA A. JONES, Trustees of the Jones Family Revocable Trust, hereinafter called the second party;

WITNESSETH:

WHEREAS, the First parties are the record owners of the real estate described on Exhibit "A" attached hereto; and
WHEREAS, the Second party is the Contractor Purchaser of the real estate described on Exhibit "B" attached hereto; and
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 themselves and on behalf of their respective successors, heirs, devisees, personal representatives and grantees as follows:

1.

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' 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 easement to be appurtenant to Second Parties said Real Estate, subject to and SAVING, EXCEPTING AND RESERVING therefrom unto First Parties the perpetual 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 1/52 of the Second Parties annual charge.

2.

Second Party does hereby give, grant, bargain, sell and convey unto First Parties, a perpetual easement in and to the existing water and sewer lines; electric, telephone and cable television lines and hook ups; for the purpose of repairing, maintaining and replacing said water and sewer lines; power, telephone and cable television lines.

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 driveway presently constructed upon and across Second Party's said real estate. Said easement to be restricted to residential use only.

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 northwest corner of First Parties' said real estate to the westerly right of way line of Summers Lane. It is the intension of the parties that said 15 foot wide strip of land adjoin the northerly boundary line of the First Parties 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 maintain a water line and other utility lines from Summers Lane to First Parties said real property.

3.

Provided, however, that each of the said parties shall be solely responsible for paying all costs incurred in using, maintaining, repairing, replacing or constructing said utility lines, And provided further, that a party shall undertake to complete any repairs, replacements or construction in a timely manner and without undue delay, and shall restore the servient area

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ATTORNEY AT LAW
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KLAMATH FALLS, OR.
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'83 MAY 25 AM 11 19

1 to the physical state the same was in prior to the time the repair, replace-
 2 ment or construction was undertaken.

3 4.

4 The Parties hereby mutually agree to hold and save the other harmless
 5 from any and all claims or damages or liens arising from a party's use of an
 6 easement.

7 5.

8 First Parties to install a water meter, on the water line now serving
 9 their property and pay Second Party or its successors and assigns, annually and
 10 on the 1st day of June each year an amount equal to the current domestic water
 11 rate then being charged to the Second Party by the water utility per 750 gal-
 12 lons of usage, or on a water line hereafter constructed on the 15' wide ease-
 13 ment granted above before June 1, 1985. Until such time First Parties to pay
 14 Second Party \$30.00 on the 1st day of June, 1983, and to be adjusted to 1/52
 15 of the park usage each year on June 1 or until said water meter is installed.
 16 If First Parties install water line to Summers Lane and installs meter,
 17 First Parties to obtain water service from water utility company (City of
 18 Klamath Falls)

19 6. The covenants, agreements, terms, conditions, reservations, exceptions
 20 and easements herein made or granted shall perpetually run with the Parties'
 21 respective Real Estate described in Exhibits A and B of this Agreement and shall
 22 forever be appurtenant to and for the benefit of said Real Estate and said
 23 Real Estate shall likewise be subject to the burdens created or recognized by
 24 this Agreement.

25 IN WITNESS WHEREOF, the parties hereto have subscribed this
 26 instrument in duplicate the day and year first herein written.

27 FIRST PARTIES:

28 SECOND PARTIES:

Jones Family Revocable Trust

29 Cecil L. Perkins
 30 CECIL PERKINS

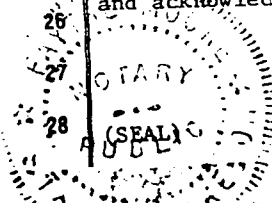
By: Jack H. Jones
 JACK H. JONES, Trustee

31 Patricia A. Perkins
 32 PATRICIA PERKINS

By: Patricia A. Jones by
 PATRICIA A. JONES, Trustee
Jack H. Jones her attorney
 in fact

33 STATE OF OREGON)
 34) SS.
 35 County of Klamath)

36 On this 13th day of May, 1983, personally appeared Cecil Perkins and
 37 Patricia Perkins, and Jack H. Jones, Trustee and ~~Patricia A. Jones~~, Trustee,
 38 and acknowledged the foregoing Instrument to be their voluntary act and deed.



Fayette Moore
 Notary Public for Oregon
 My Commission expires: 8/27/83

FORM No. 159 - ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath

ss.

On this the 13th day of May, 1983 personally appeared
Jack H. Jones
 who, being duly sworn (or affirmed), did say that he is the attorney in fact for
Patricia A. Jones and
 that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-
 edged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Fayette Moore
 (Signature)

My Commission Expires: 8/27/83
 (Title of Officer)

EXHIBIT A

A portion of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10, Twp. 39 South, Range
9 E.W.M., in the County of Klamath, State of Oregon more particularly described
as follows:

Beginning at a point 605 feet South of the Southeast corner
of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 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.

EXHIBIT "B"

PARCEL ONE:

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 E.W.M., said tract being a portion of tract described in deed from Petric to McNeely recorded in Volume M71 page 12811, records of Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin located 655 feet South and 30 feet West of the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10, said point lying on the West boundary of Summers Lane; thence West along the North line of above described tract a distance of 237.0 feet to the True Point of Beginning of this description; thence South a distance of 85.0 feet to a point; thence West a distance of 112.2 feet to an iron pin; thence S. 01°55'E. a distance of 146.0 feet, more or less, to an iron pin on the Northeasterly Boundary of the irrigation canal; thence following said boundary, N. 55°43' W. a distance of 114.0 feet and N. 63°31' W. a distance of 288.0 feet to an iron pin on the southeasterly boundary of the USBR Drain; thence N. 27°45' E. along said boundary a distance 43.2 feet to an iron pin marking the Northwest corner of said tract described in Volume M71 page 12811; thence East along the North line of said described tract a distance of 439.2 feet, more or less to the point of beginning.

PARCEL TWO:

A Tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10 Township 39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10; thence South 01°12'00" East along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10 and along the centerline of Summers Lane a distance of 64.41 feet to the true point of beginning of this description; thence South 87°40'20" West a distance of 30.0 feet to a 5/8 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing South 87°40'20" West along an existing fence line a distance of 383.72 feet to a 5/8 inch iron pin on the Easterly right of way line of the USBR Drain Canal; thence South 26°17'00" West along said right of way line a distance of 655.09 feet to a 5/8 inch iron pin; thence North 88°48'00" East at right angles to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10 a distance of 415.96 to a 5/8 inch iron pin; thence North 01°12'00" West parallel with the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10 a distance of 100.00 feet to a 5/8 inch iron pin; thence North 88°48'00" East a distance of 270.00 feet to a 1/2 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing North 88°48'00" East a distance of 30.0 feet to the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10 and the centerline of Summers Lane; thence North 01°12'00" West along said line a distance of 489.34 feet to the true point of beginning of this description.

SAVINGS AND EXCEPTING therefrom the East 30 feet thereof lying within the right of way of Summers Lane;

SUBJECT TO: Reservations, restrictions, easements, rules and regulations of record;

ALSO, SUBJECT TO:

- A. Right of Way Easement, including the terms and provisions thereof, given by Cecil L. Perkins and Patricia J. Perkins, his wife, to California-Pacific Utilities Company, dated September 22, 1978, recorded September 25, 1978, in Volume M78 page 21096, Deed Records of Klamath County, Oregon.

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- 1 B. Easement as disclosed by Deed of Easement, including the
 2 terms and provisions thereof, by and between John G. Feldmann
 3 and Marlene A. Feldman, husband and wife, and Klamath First
 4 Federal Savings and Loan Association, and Cecil L. Perkins
 5 and Patricia J. Perkins, husband and wife, dated May 16, 1979,
 6 recorded June 14, 1979, in Volume M79 page 14076, Deed
 7 Records of Klamath County, Oregon. Affects Parcel 2.
 8
 9 C. The "AS IS" condition of the property.

10 STATE OF OREGON; COUNTY OF KLAMATH; ss.

11 Filed for record . . .
 12 this 25th day of May A. D. 1983 at 11:19 o'clock A.M., and
 13 duly recorded in Vol. M83, of Deeds on Page 8137.

EVELYN BIEHN, County Clerk

By *Lucy Lewis*

14 Fee \$20.00