

61236

MTA 16346-K
AGREEMENT FOR EASEMENT

Vol. M8 Page 8047

THIS AGREEMENT, Made and entered into this 9th day of May, 1986, by and between ROBERT W. ELLISON and HAZEL J. ELLISON, husband and wife hereinafter called the first party, and LESLIE W. KJELL and DENISE L. KJELL, 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:

A parcel of land in the SW 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point where the Southerly right of way line of Climax Avenue intersects the Easterly right of way line of Ogden Street, thence East along said Southerly right of way line of Climax Avenue a distance of 129.43 feet to the true point of beginning; thence continuing East along said Southerly right of way line of Climax Street 138.15 feet to an iron pin; thence South 0°36' East 72.35 feet to an iron pin; thence South 89°10' West 138.33 feet to an iron pin, thence North 0°28' West 72.91 feet to the point of beginning, said parcel being Parcel B of Minor Land Partition No. 80-105.

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) 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

A perpetual non-exclusive easement for irrigation underground purposes over the East 4 feet of the above described parcel of land for the benefit of the following described parcel:

See attached description

(Insert here a full description of the nature and type of the easement granted to the second party.)

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 shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Second party is to be responsible for all maintenance on the herein above described easement.

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than N/A feet distant from either side thereof.

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.

Leslie W. Kjell
LESLIE W. KJELL

Denise L. Kjell
DENISE L. KJELL

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, } ss.

County of Klamath

May 9, 1986

Personally appeared the above named
KJELL and DENISE L. KJELL and ROBERT W.
ELLISON and HAZEL J. ELLISON
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Christine L. Redd
Notary Public for Oregon

My commission expires: 11/16/87

Robert W. Ellison
ROBERT W. ELLISON
Hazel J. Ellison
HAZEL J. ELLISON

STATE OF OREGON, County of _____, 19____ ss.

Personally appeared _____ and
_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of
_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of them
acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

ROBERT W. ELLISON and HAZEL J.
ELLISON

AND

LESLIE W. KJELL and DENISE L. KJELL

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

STATE OF OREGON, } ss.
County of _____

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ for as document/tee/file/
instrument/microfilm No. _____.
Record of _____
of said County.

Witness my hand and seal of
County affixed.

By _____ TITLE _____
Deputy

SPACE RESERVED
FOR
RECORDER'S USE

EXHIBIT "A" DESCRIPTION

8049

The following described real property situate in Klamath County, Oregon:

That portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at a point 720 feet East and 990 feet North of an iron pin driven into the ground at the Southwest corner of the Northwest quarter of Section 1, Township 39 south, Range 9 East of the Willamette Meridian, which pin is 30 feet East of the center of a road intersecting the Klamath Falls-Lakeview Highway from the North and is also 30 feet North of the center of said highway; thence East 270 feet; thence North 132 feet; thence West 270 feet; thence South 132 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of May _____ A.D., 19 86 at 11:36 o'clock A M., and duly recorded in Vol. 9th day
of Deeds _____ on Page 8047 _____

FEE \$13.00

Evelyn Biehn, County Clerk
By [Signature]