

Mtc 22507K

Vol. m89 Page 20781

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AGREEMENT FOR EASEMENT

30 day of October, 1989

THIS AGREEMENT, Made and entered into this 30 day of October, 1989, by and between JOE L. KELLER, ROSIE A. KELLER, STEPHEN J. KELLER, AND ART DAVINA hereinafter called the first party, and ALAN FONSECA AND JUDI FONSECA, 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:

SEE ATTACHED EXHIBIT "A"

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 an easement for ingress and egress over the following described parcel of land: A tract of land situated in the SW1/4SW1/4 of Section 7, Township 39 South, Range 10, E.W.M., Klamath County Oregon, more particularly described as follows: Beginning at an iron pin on the East right of way line of the Klamath Falls-Merrill Highway from which the Southwest corner of said Section 7 bears South 735.6 feet and North 89° 27' West 30.00 feet distant; thence South along the said East right of way line of said Highway 40.00 feet; thence East at right angles to said Highway right of way line a distance of 80 feet; thence North parallel to said Highway right of way line 40 feet; thence West 80 feet to the point of beginning, with bearings based on Volume m65 at Page 3502 Microfilm Records of Klamath County, Oregon.

Said easement is appurtenant to the real property of the Second Party described in Volume M88 at page 13921, Microfilm Records of Klamath County, Oregon.

(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:

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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 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.

Joe L. Keller

Rosie A. Keller

Art Davina

Stephen J. Keller

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

(ORS 93.490)

STATE OF OREGON,

County of Clatsop

Personally appeared the above named Rosie A. Keller, Joe L. Keller, Stephen J. Keller and Art Davina

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-2-92

STATE OF OREGON, County of) ss.

Personally appeared and

each for himself and not one for the other, did say that the former is the who, being duly sworn, 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

Keller, et al

AND

Fonseca, et ux

AFTER RECORDING RETURN TO

Mr. and Mrs. Alan Fonseca

C/o mfc

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County of) ss.

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

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

MTC NO: 22507-K

EXHIBIT "A"
LEGAL DESCRIPTIONS

PARCEL 1:

A tract of land situated in the SW1/4 SW1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at an iron pin on the East right of way line of the Klamath Falls-Merrill Highway from which the Southwest corner of said Section 7 bears South 910.6 feet and North 89 degrees 27' West 30.00 feet distant; thence South along the said East right of way line of said Highway 175.00 feet; thence East at right angles to said Highway right of way line to the centerline of the Enterprise Irrigation District Canal; thence Northeasterly along the centerline of said canal to a point which is East 965.19 feet from the point of beginning; thence West 965.19 feet to the point of beginning, with bearings based on Deed Volume M65, page 3502, as recorded in the Klamath County Deed Records.

Tax Account No: 3910 007CC 00400 (Portion)

PARCEL 2:

A tract of land situated in the SW1/4 SW1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the East right of way line of the Klamath Falls-Merrill Highway from which the Southwest corner of said Section 7 bears South 745.6 feet and North 89 degrees 26' West 30.00 feet distant; said point also being the the Southwest corner of that tract of land described in Deed Volume M76, page 6844, as recorded in the Klamath County Deed Records; thence South along said East right of way line of said Highway 20.0 feet; thence East at right angles to said Highway right of way line 335.0 feet; thence North parallel to said highway right of way line 20.0 feet; thence West 335.0 feet to the point of beginning, with bearings based on Deed Volume M65, page 3502, as recorded in the Klamath County Deed Records.

Tax Account No: 3910 007CC 00400 (Portion)

PARCEL 3:

All that portion of the SW1/4 SW1/4 of Section 7, Township 39 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon lying Southerly and Easterly of those certain parcels of land described in instrument recorded December 30, 1976 in Volume M76, page 20951, Microfilm Records of Klamath County, Oregon and Northerly of that certain parcel of land described in instrument recorded August 29, 1988 in Volume M88, page 13921, Microfilm Records of Klamath County, Oregon.

Tax Account No: 3910 007CC 00500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day
of Oct. A.D. 19 89 at 3:33 o'clock P M., and duly recorded in Vol. M89,
of Deeds on Page 20781.
Evelyn Biehn County Clerk
By D. Aubine Mullendare

FEE \$18.00