

11687

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 22nd day of February, 1990, by and between LEROY GIENGER AND ELYNE R. GIENGER, HUSBAND AND WIFE, hereinafter called the first party, and FORREST A. FREID AND JUANITA R. FREID, 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 located in the S1/2 NE1/4 SE1/4 Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described by metes and bounds as follows:

Beginning at the section corner common to Sections 2 & 3, Township 35 South, Range 7 East of the Willamette Meridian and Sections 34 & 35, Township 34 South, Range 7 East of the Willamette Meridian; thence North 930.0 feet; thence West 100.0 feet; thence North, 54.0 feet; thence West, 410.0 feet to the Northeast corner of said parcel and true point of beginning. Thence West 150.0 feet; thence South 35.0 feet; Thence East 150.0 feet; thence North 35.0 feet to the Northeast corner of parcel and true point of beginning.

Tax Account No: 3407 034DD 07800

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 over the existing extension of Valley Street which intersects the real property of the second party described in Exhibit "A" attached hereto. The easement extending Valley Street over the Klamath County School District Property was recorded in Volume 58 at Page 164 Deed 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:

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.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allocated to each party should total 100.) 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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated February 22, 1990.

Leroy Glenger
Leroy Glenger

Juanita R. Freid
Juanita R. Freid

Elvine P. Glenger
Elvine P. Glenger

Forrest A. Freid
Forrest A. Freid

STATES OF OREGON,

County of: Klamath

EDWARD W. SWECKER
NOTARY PUBLIC - OREGON

Edward W. Swecker
EDWARD W. SWECKER
NOTARY PUBLIC - OREGON
My Commission Expires 6/18/93

This instrument was acknowledged before me on February 22, 1990 by

Leroy Glenger and Elvine P. Glenger,
Juanita R. Freid and Forrest A. Freid

(SEAL)

Notary Public for Oregon
My commission expires:

Notary Public for Oregon
My commission expires:

(SEAL)

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO

Klamath 1st Federal
540 Main St
KRO 97601

SPACE RESERVED
FOR
RECORDERS 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 fee/file/instrument/microfilm/reception No. Record of of said County.

Witness my hand and seal of County affixed.

By TITLE Deputy

HTC NO: 23102

EXHIBIT "A"
LEGAL DESCRIPTION

The South half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT a portion thereof on the North side thereof deeded to the City of Chiloquin and described as beginning at a point 930 feet North of the Southeast corner of said Section 34; thence West 100 feet; thence North 54 feet; thence West 560 feet; thence North 6 feet to the North boundary of said S1/2 NE1/4 SE1/4 SE1/4; thence East along said North boundary 660 feet; thence South 60 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land located in the SE1/4 NE1/4 SE1/4 SE1/4, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described by metes and bounds as follows:

Beginning at the Section corner common to Sections 2 and 3, Township 35 South, Range 7 East of the Willamette Meridian and Sections 34 and 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 930.0 feet; thence West 100.0 feet; thence North 54.0 feet; thence West 410.0 feet to the Northeast corner of said parcel and true point of beginning; thence West 150.0 feet; thence South 35.0 feet; thence East 150.0 feet; thence North 35.0 feet to the Northeast corner of parcel and true point of beginning.

Tax Account No: 3407 034DD 08000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of Feb. A.D., 19 90 at 3:35 o'clock PM., and duly recorded in Vol. M90 day
of Deeds on Page 3539

FEE 38.00

Evelyn Biehn
By Pauline Williams County Clerk