

15500

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 25th day of April, 1990,
by and between GEORGE E. FLOWERS AND BLANCH E. FLOWERS, HUSBAND AND WIFE,
hereinafter called the first party, and MICHAEL N. CLIFFORD AND ROBIN E. CLIFFORD, 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:

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying Southwesterly of the Keno Worden Road
in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath
County, Oregon.

Assessors Account No. 4008-21C0-100

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 acknowl-
edged 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 30 feet in width adjacent to the telephone riser which is bordered by
Bureau of Land Management Land to the East. Said 30 foot easement is over and across
the Easterly portion of that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying Southwesterly of the
Keno Worden Road in Section 21, Township 40 South, Range 8 East of the Willamette
Meridian, Klamath County, Oregon. Said easement is to provide ingress and egress
to one parcel being described as follows:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8 East of the
Willamette Meridian, Klamath County, Oregon.

(Assessors Account No. 4008-21C0-700)

(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 de-
scribed 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:

SEE ATTACHED EXHIBIT "A"

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 April 25, 1990.

George E. Flowers

George E. Flowers

Blanch E. Flowers

Blanch E. Flowers FIRST PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

Michael N. Clifford

Michael N. Clifford

Robin E. Clifford

Robin E. Clifford SECOND PARTY

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on

April 25, 1990, by

George E. Flowers

Blanch E. Flowers

PUBLIC

Notary Public for Oregon

(SEAL)

My Commission expires 3-2-92

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on May 25,

1990, by Michael N. Clifford and Robin E.

Clifford

XX

XX

Dana M. Nielsen

DANA M. NIELSEN

Notary Public for Oregon NOTARY PUBLIC-OREGON

My commission expires 1/31/94

(SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

George & Blanch Flowers

AND

Michael & Robin Clifford

AFTER RECORDING RETURN TO

Ms & Mrs Clifford

9211 McLaughlin

Klamath Falls, OR 97601

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.

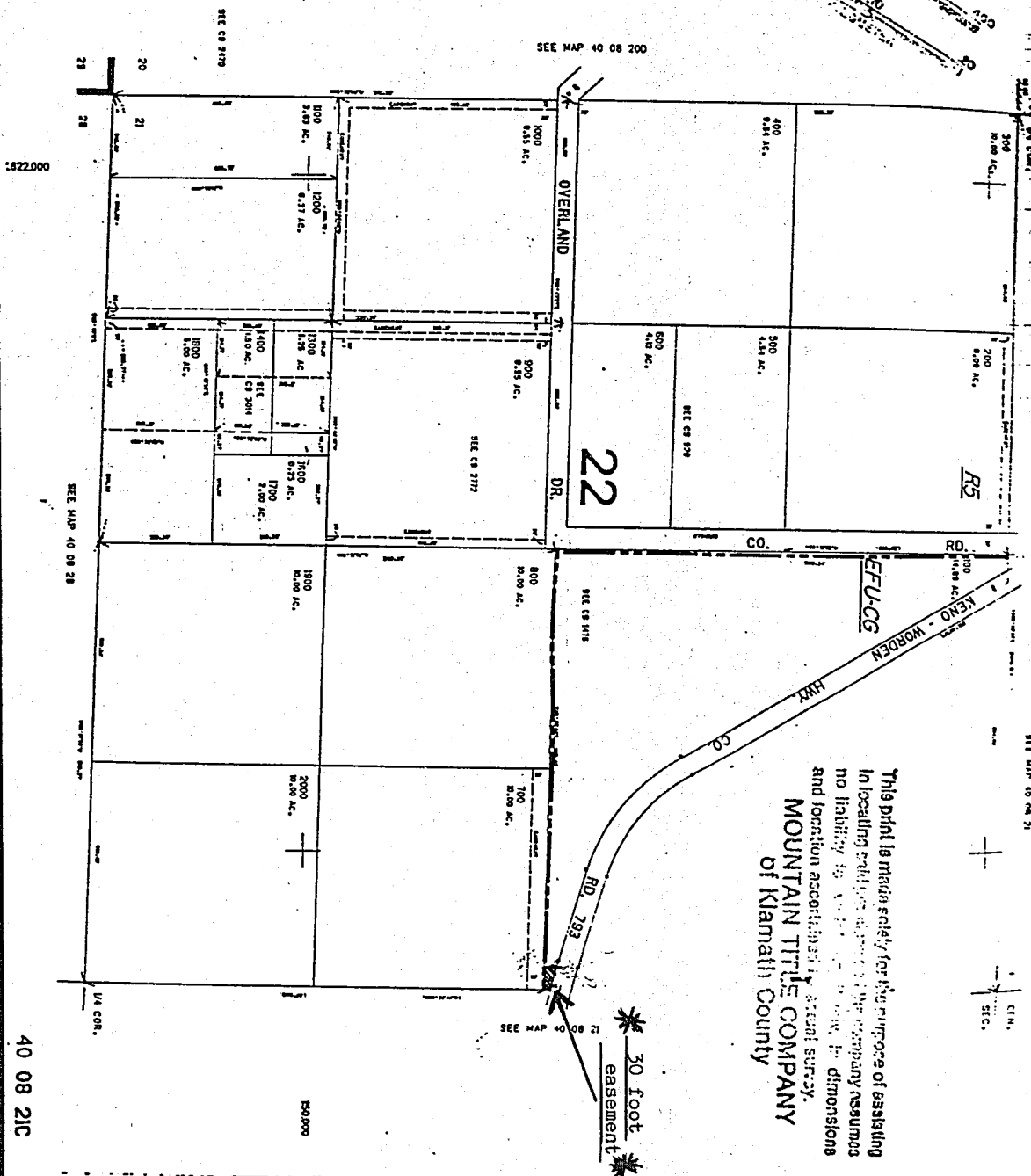
Witness my hand and seal of County affixed.

NAME
By

TITLE
Deputy

EXHIBIT "A"

North



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 31st day
 of May A.D., 19 90 at 10:15 o'clock AM., and duly recorded in Vol. M90
 of Deeds on Page 10366

FEE \$38.00

Evelyn Biehn County Clerk

By Darlene Muckelbauer