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22565

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 10th day of October, 1990,
by and between John F. Horton and Mary J. Horton,
hereinafter called the first party, and S. Scott Miller and Genie Miller,
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:

SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24 Township 38 South, Range 11 $\frac{1}{2}$
East of the Willamette Meridian.

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 and across the ditch as it exists in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, extending from the Easterly boundary of Bliss road in a Northeasterly direction to Buck Creek.

(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 to erect, extend, alter, repair, remove, and re-erect, and to maintain, support, and remove any and all structures, buildings, 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 agrees that any maintenance of above mentioned ditch will be accomplished in a workmanlike manner, and ~~and / any / structure / building / other / obstructions / and / any / structure / building / other / obstructions / and / any / structure / building / other / obstructions~~ and to attempt to minimize inconvenience to First Party, specifically as to timing of work, placement of wet debris piles and then spreading of dried debris. Second Party shall spread debris as soon as it is dry enough to be done properly.

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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 than6..... 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 November 19, 1990

John F. Horton

Mary J. Horton FIRST PARTY

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

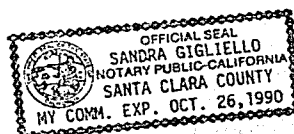
WITNESS

S. Scott Miller

Genie Miller SECOND PARTY

State of California
County of Santa Clara

On October 10, 1990 before me the undersigned, a Notary Public for the State of California, personally appeared Genie Miller, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Sandra Gigliello
Notary Public

Witness my hand and seal of County affixed.

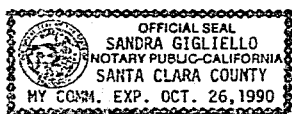
By _____ TITLE _____
NAME _____ Deputy

State of California

County of Santa Clara

22673

on October 10, 1990, before me the undersigned, a
Notary Public for the State of California, personally appeared
SScott Miller, personally known to me to be the
person whose name is subscribed to the within instrument, and
acknowledged that he executed the same.



Sandra Gigliello
Notary Public

STATE OF OREGON)
COUNTY OF KLAMATH) SS.

On this 14th day of November, 1990, before me personally appeared, personally
know to me who was a subscribing witness to the foregoing instrument, who being
sworn, state that he knew John F. Horton and Mary J. Horton, the persons described
in and who executed the foregoing conveyance, and he acknowledged said instrument
to be their voluntary act and deed.

D. B. Bieh
Notary Public for Oregon
My Commission expires 12-19-92

RETURN TO:
MR. & MRS. S. SCOTT MILLER
111 BELVALE DR.
LOS GATOS, CALIFORNIA 95032

STATE OF OREGON,)
County of Klamath) ss.

Filed for record at request of:

Klamath County Title Co.
on this 14th day of Nov. A.D. 19 90
at 11:46 o'clock A M. and duly recorded
in Vol. M90 of Deeds Page 22671
Evelyn Bieh, County Clerk
By D. B. Bieh

Fee, \$38.00

Deputy.