


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K-42798
AGREEMENT FOR EASEMENTVol. m90 Page 23806 

THIS AGREEMENT, Made and entered into this day of ..November....., 19 90...
by and between Donald E. Rowlett and Jean Rowlett.....
hereinafter called the first party, and Tim Amuchastegui and Cecelia Amuchastegui.....
....., 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:

Various properties granted in Deed to Doanld E. Rowlett and Jean Rowlett
recorded July 10, 1990 in M-90 on page 13559, records of Klamath County, Oregon.

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 strip of land 16 feet in width for a non exclusive easement for the construction, operation and maintenance of utilities.

(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:

A strip of land in the Southeast 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian being more particularly described as follows:

Beginning at a point which marks the southwest corner of "Quail Ridge Subdivision-Tract 1263" thence running South 63°38'18" West 85.35 feet to the Westerly right-of-way line of Ridge Crest Drive, also being the end of Ridge Crest Drive as platted and recorded in "Tract 1145 - Nob Hill Replat"; thence North 26°21'42" West 16 feet; thence, North 63°38'18" East 92.40 feet; thence South 02°35'42" East 17.48 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 November 20, 1990.....

Donald E. Rowlett

Donald E. Rowlett

Jean Rowlett

FIRST PARTY

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

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

....., 19....., by

Donald E. Rowlett, Jean Rowlett

Tim Amuchastegui and

Cecelia Amuchastegui

Trudie Durant
Notary Public for Oregon

(SEAL)

My commission expires: 4/30/93

*feet to the point of beginning.

Tim Amuchastegui

Tim Amuchastegui

Cecelia Amuchastegui

Cecelia Amuchastegui PARTY

STATE OF OREGON,

County of } ss.

This instrument was acknowledged before me on

19..... by

as

of

TRUDIE DURANT
NOTARY PUBLIC - OREGON

Notary Public for Oregon

My commission expires:

(SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

KCTC

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 30th day of Nov., 1990, at 2:54 o'clock P.M., and recorded in book/reel/volume No. M90 on page 23806 or as fee/file/instrument/microfilm/reception No. 23169, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Shirley M. Mendenhall Deputy

Fee \$33.00