

ONBE

30257

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 28th day of May, 1991,
by and between Paul Edmund and Ila Faye Case, their successors and heirs
hereinafter called the first party, and heirs, executors, administrators and successors of
the first party, 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:

Lot 6, block 22, Third addition
to River Pine Estates. County
Assessor map number R 2309 013C0 01500

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 the perpetual non-exclusive use of a portion of the above described real estate. More accurately described as being a fifteen foot square beginning at the south west corner, marked by an iron rod, northerly, following the canal property line, fifteen feet. Then easterly fifteen feet. Then southerly fifteen feet, to the east-west property line. Finally, westerly fifteen feet, along the property line, to the point of beginning.

(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:
Upon a third party becoming owner of the real estate they shall also become the first party to this agreement. In the event of death to a first party, they shall become part of the second party.

If ingress and egress can be gained from Lukes Dr. along the canal property line, it need not necessarily be granted over the entire property. However, access should not be unjustly prohibited to any person.

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.

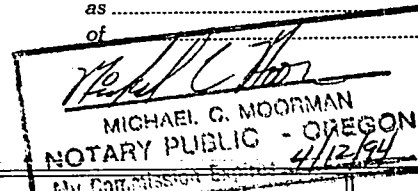
Dated 5-28, 1991

Paul E Case
Ila Faye Case
FIRST PARTY

Paul E Case
Ila Faye Case
SECOND PARTY

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on May 28, 1991,
by Paul E & Ila F Case

This instrument was acknowledged before me on 19.....
by
as
of



Notary Public for Oregon

My commission expires

AGREEMENT FOR EASEMENT

BETWEEN

Paul Edmund and Ila Faye Case,
their successors and heirs

AND

Heirs, executors, administrators
and successors of the first party

AFTER RECORDING RETURN TO

Paul & Faye Case
HC61 Box 4
La Pine, Ore. 97739
Ph. 433-9474

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$33.00

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instrument was received for record on the 6th day of June, 1991, at 11:13 o'clock A.M., and recorded in book/reel/volume No. M91 on page 10656 or as fee/file/instrument/microfilm/reception No. 30257, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Shelia M. Mueller, Deputy