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AGREEMENT FOR EASEMENT Vol. 91 Page 14146

THIS AGREEMENT, Made and entered into this 28th day of June, 1991, by and between DAVID TED JENSEN and PATRICIA JOANNE JENSEN, husband and wife hereinafter called the first party, and CHARLES C. MOREY and DANIEL W. MOREY, as tenants in common, 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:

NE $\frac{1}{4}$  NW $\frac{1}{4}$ ; E $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14, Township 41 South, Range 10 East of the Willamette Meridian, 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

An easement 20 foot in width running North from the SE corner of the 1st party's above described property to the Van Brimmer Ditch for future public utilities and underground irrigation mainline for the benefit of the 2nd party's property, more particularly described as follows:

SE $\frac{1}{4}$  NW $\frac{1}{4}$ ; Government Lots 2 and 3 of Section 14, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM Government Lot 3 a tract of land 511.25 feet by 511.25 feet square lying in the Southwest corner of Government Lot 3.

(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:

N/A

and second party's right of way shall be parallel with said center line and not more than N/A 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 June 28, 1991

David Ted Jensen Charles C. Morey  
DAVID TED JENSEN CHARLES C. MOREY  
Patricia Joanne Jensen Daniel W. Morey  
PATRICIA JOANNE JENSEN DANIEL W. MOREY

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

STATE OF OREGON, CA

County of Orange } ss.

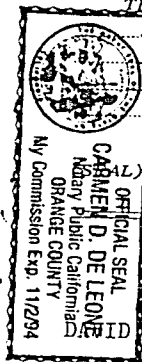
This instrument was acknowledged before me on

July 5, 1991, by

Charles C. Morey  
Daniel W. Morey

Notary Public for Orange

My commission expires: 11/2/94



### AGREEMENT FOR EASEMENT

BETWEEN

DAVID TED JENSEN & PATRICIA JOANNE JENSEN

AND

CHARLES C. MOREY & DANIEL W. MOREY

AFTER RECORDING RETURN TO

CHARLES C. MOREY & DANIEL W. MOREY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on

1991, by

DAVID TED JENSEN and PATRICIA JOANNE JENSEN

Notary Public for Oregon

My commission expires: 11/16/91

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 ..... TITLE .....  
By ..... Deputy

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STATE OF CALIFORNIA

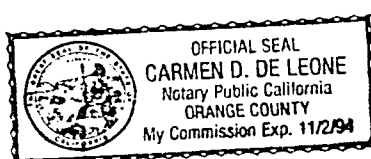
COUNTY OF Orange

ss.

On this 5<sup>th</sup> day of July, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared

Charles C. Morey & Daniel W. Morey

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed it.



WITNESS my hand and official seal.

Carmen D. De Leone  
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 2375A—Rev. 5-82  
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 19th day of July A.D., 19 91 at 1:28 o'clock P.M., and duly recorded in Vol. M91 of Deeds on Page 14146.

Evelyn Biehn, County Clerk

By Carmen D. De Leone

FEE \$38.00