

47784

1396-5991
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 AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 2nd day of July, 1992,
 by and between J.K. DEVELOPMENT COMPANY, an Oregon Corporation
 hereinafter called the first party, and JOE L. KELLER AND ROSIE A. KELLER, 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:

Lot 14 in Block 22 of NINTH ADDITION TO SUNSET VILLAGE, according to the official
 plat thereof on file in the office of the County Clerk 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 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 the
 existing irrigation pump, maintainance and the right of ingress and egress thereto,
 over and across the above described Lot 14, in Block 22 of Ninth Addition to Sunset
 Village and appurtenant to the real property of the Second Party being more particularly
 described as follows:

The SW¹/₄NE¹/₄ lying South of the of the South right of way of the O C and E Railway,
 the W¹/₂NW¹/₄SE¹/₄ and the W¹/₂SW¹/₄NE¹/₄, and that portion of the SW¹/₄SE¹/₄ lying North of
 NINTH ADDITION TO SUNSET VILLAGE and TRACT 1116-SUNSET EAST, of Section 12, Township
 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Said existing irrigation pump is situate in the Southeast corner of said Lot 14, Block
 22 and the easement shall be over the South 15 feet ~~of the Southeast corner~~ of said Lot 14.

(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:

Return - Joe & Rosie Keller
 6412 Harlan Drive
 K Falls, Oregon 97603

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 July 2, 1992

By- [Signature]
J.K. Development Company

J.K. Development Company

[Signature]
Joe L. Keller

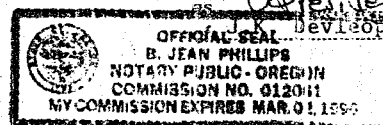
[Signature]
Rosie A. Keller SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on July 17, 1992,
by Joe L. Keller and Rosie A. Keller

This instrument was acknowledged before me on _____, 19____,
by Joe L. Keller

[Signature] Development Company, an Oregon Corporation



[Signature]
Notary Public for Oregon
My commission expires 3-2-96

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 20th day of July, 1992, at 11:24 o'clock A.M. and recorded in book/reel/volume No. M92 on page 16004 or as fee/file/instrument/microfilm/reception No. 47784, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By [Signature] Deputy

\$35.00

WITHDRAWN

MTC

7-20-92

Doc. #47785

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