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AGREEMENT FOR EASEMENT

MTL 29662-KR

THIS AGREEMENT, Made and entered into this 18th day of June, 1993, by and between RANDY F. DESHLER AND CAROL D. DESHLER, husband and wife; AND \* hereinafter called the first party, and RANDY F. DESHLER AND CAROL D. DESHLER, husband and wife; AND CASEY KILLINGSWORTH AND LANA S. KILLINGSWORTH, 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:

\*CASEY KILLINGSWORTH AND LANA S. KILLINGSWORTH, husband and wife

PLEASE SEE ATTACHED EXHIBIT "A"

and has the unrestricted right to grant the easement hereinafter described relative to the 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 for encroachments of roof overhangs, and existing garage on the subject properties. This easement is made by the parties due to the fact that several encroachments may exist and the parties desire to grant each other an easement for the possible encroachment. Each party agrees to maintain their own structure and hold the other party harmless.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

RANDY F. DESHLER & CAROL D. DESHLER  
379 Ponderosa Tr.  
Calimesa, CA 92320

AND

DESHLERS & KILLINGSWORTH  
379 Ponderosa Tr.  
Calimesa, CA 92320

After recording return to (Name, Address, Zip):

MOUNTAIN TITLE COMPANY  
222 S. SIXTH ST.  
KLAMATH FALLS, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

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.

By \_\_\_\_\_, Deputy

The second party shall have all rights of ingress and egress to and from the 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:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and second party's right of way shall be parallel with the center line and not more than                      feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless 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.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

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 (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Randy F. Deshler

Carol D. Deshler

First Party and second party  
STATE OF ~~OREGON~~ CALIFORNIA } ss.

County of

San Bernardino  
This instrument was acknowledged before me on  
June 24<sup>th</sup> 1993, by RANDY F. DESHLER  
AND CAROL D. DESHLER

XX

Casey Killingsworth

Lana S. Killingsworth

first party & second party

STATE OF OREGON, Washington } ss.

County of Pacific } ss.

June 18, 1993, by Casey Killingsworth

and Lana Killingsworth

NOTARY PUBLIC

of PUBLIC

NOTARY PUBLIC

My commission expires 11/1/93



SHERINA ROBINSON  
Comm. # 966563  
NOTARY PUBLIC  
San Bernardino County  
My Comm. Expires Aug. 4, 1996

Notary Public for Oregon

Aug. 04, 1996

California OF WASHINGTON

My commission expires 11/1/93

Notary Public for Oregon

11/1/93

# EXHIBIT "A" LEGAL DESCRIPTION

(Deshier Parcel)

That part of Lot four (4) in Block forty-five (45) of NICHOLS ADDITION to the City of Klamath Falls, Oregon, described as follows:

Beginning at the Southwest corner of Lot 4 of said Block and Addition; thence East along the North line of High Street 41.5 feet; thence North at right angles to High Street, 80 feet; thence West and parallel with High Street, 41.5 feet to 10th Street; thence South along the Westline of 10th Street, 80 feet to the place of beginning.

(Killingsworth Parcel)

A portion of Lots 3 and 4, Block 45, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Southeasterly side of said Lot 4, 41 1/2 feet Northeasterly from the most Southerly corner of said Lot 4; thence Northeasterly, along the Southeasterly line of said Lots 3 and 4, 41 1/2 feet; thence Northwesterly and at right angles with the said Southeasterly line of Lot 3 and 4, 80 feet; thence Southwesterly and parallel to said Southeasterly line of Lots 3 and 4, 41 1/2 feet; thence Southeasterly and at right angles with the said Southeasterly line of Lots 3 and 4, 80 feet to the Point of Beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 29th day  
of June A.D., 19 93 at 9:05 o'clock A M., and duly recorded in Vol. M93  
of Deeds on Page 15388.

FEE \$40.00

Evelyn Biehn County Clerk

By Evelyn Biehn