

SEP 22 1993

FORM No. 926 - GENERAL EASEMENT.

01-03-94A11-28 RCVD

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Vol. 94 Page 45

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 29th day of November, 1993, by and between Bishop of the Prot. Episcopal Church, USA in Missionary District of East Oregon, hereinafter called the first party, and Leta May Johnson, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in _____ County, State of Oregon, to-wit:

TOWNSHIP 39 RANGE 9, BLOCK SEC 14, TRACT SE4NE4SE4 LY E OF CANAL, ACRES 303

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

A public easement 60 feet in width over the existing access from the South Side By-Pass and then across a corner of the above property in a Westerly direction crossing the Klamath Irrigation Dist. Canal. The easement for ingress and egress over the above described real property appurtenant to the following described property.

TOWNSHIP 39 RANGE 9, BLOCK SEC 14, TRACT POR S2NE4SE4, ACRES 12.9

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

-- OVER --

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED FOR RECORDING & USE

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

By

TITLE

Deputy

LET MAY JOHNSON
1440 HILL RD
KLAMATH FALLS, OR 97603

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.

Rustin R. Kimsey, Bishop
Episcopal Diocese of E. Oregon
First Party

Leta May Johnson
Second Party

STATE OF OREGON,) ss.
County of CLATSOP)
I, AMY J. CONNER, Notary Public for Oregon, do hereby certify that the foregoing instrument was acknowledged before me on Dec 1, 1994, by Rustin R. Kimsey Bishop of Episcopal Diocese of E. Oregon.
Amy J. Conner
Notary Public for Oregon
My commission expires 12/8/97

STATE OF OREGON,) ss.
County of Klamath)
This instrument was acknowledged before me on Dec 1, 1994, by Leta May Johnson of _____.

OFFICIAL SEAL
EDA GILBERT
Notary Public for Oregon
COMMISSION NO. 023592
MY COMMISSION EXPIRES JUNE 01 1997

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Leta May Johnson the 3rd day of Jan A.D., 19 94 at 11:28 o'clock A M., and duly recorded in Vol. M94 of Deeds on Page 45.

Evelyn Biehn
By Caroline Muelendor County Clerk