

84988

MTC 3331-KR Vol. m94 Page 23157

07-28-94P03:25 RCVD AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 21st day of July, 1994,
by and between MAX M. BENEDICT AND GEORGIA BENEDICT, husband and wife
hereinafter called the first party, and WILLIAM D. JOHNSON AND SUSAN M. JOHNSON, 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:

The East one-half of the Southwest one-quarter of Section 32, Township
39 South, Range 11 $\frac{1}{2}$, E.W.M. Klamath County, Oregon.

**(Said consideration is the payment of \$1555.00 for the road construction reimbursement
and \$500.00 to purchase low voltage/telephone wire to be properly installed in the
Second Parties (Johnson) trench along said easement described below. The total
payment of \$2055.00 is to be paid to the Jertbergs.)

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 THOUSAND DOLLARS~~ 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 over the
existing roadway situate over and across the Easterly 30 feet of the Southernmost 1000 feet
of the East one-half of the Southwest One-quarter of said Section 32 that intersects
with the existing easement across the Southwest one-quarter of the Southeast one-
quarter of said Section 32 as recorded in Volume M79 at Page 19942 Microfilm Records
of Klamath County, Oregon. Said easement is for ingress, egress and public utilities
to the real property of the second parties, more particularly described as follows:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 39 South, Range 11 $\frac{1}{2}$ E.W.M., Klamath
County, Oregon.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

BENEDICT

AND

JOHNSON

SPACE RESERVED
FOR
RECORDER'S 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/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____, Deputy

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

William D. & Susan M. Johnson
6428 Serrel Ct.
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:

**** The maintenance is to be between the second parties (Johnson) and the Jertbergs as the Benedicts are not to be responsible for the maintenance.****

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:

See attached Exhibit "A" made a part hereof.

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.

*So approved by

Joseph R. Jertberg
Laura J.M. Jertberg

* Max M. Benedict
Max M. Benedict
* Georgia Benedict
Georgia Benedict First Party

William H. Johnson
William H. Johnson
* Susan M. Johnson
Susan M. Johnson Second Party

STATE OF OREGON,

County of _____ } ss.

This instrument was acknowledged before me on

_____, 19____, by _____

as _____

of _____

Notary Public for Oregon
My commission expires _____

STATE OF OREGON,

County of _____ } ss.

This instrument was acknowledged before me on

_____, 19____, by _____

as _____

of _____

Notary Public for Oregon
My commission expires _____

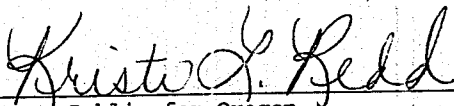
State of Oregon

County of KlamathJuly 21, 1994

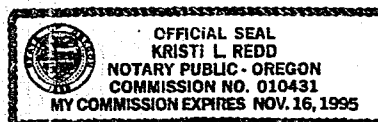
Personally appeared the above named JOSEPH R. JERTBERG & LAURA J.M. JERTBERG,
and acknowledged the foregoing instrument to be their voluntary act and
deed.

WITNESS My hand and official seal.

(seal)



Notary Public for Oregon

My Commission expires: 11/16/95

State of Oregon

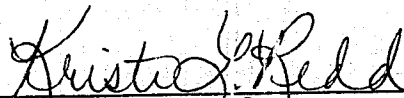
County of Klamath

July 22, 1994

Personally appeared the above named MAX M. BENEDICT & GEORGIA BENEDICT
and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS My hand and official seal.

(seal)



Notary Public for Oregon

My Commission expires: 11/16/95

State of Oregon

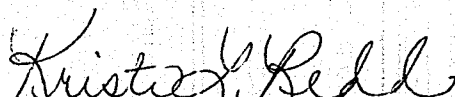
County of Klamath

July 26Susan M. Johnson

Personally appeared the above named WILLIAM D. JOHNSON & ~~Susan~~ Susan M. JOHNSON
and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS My hand and official seal.

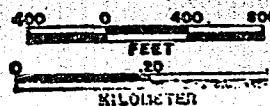
(seal)



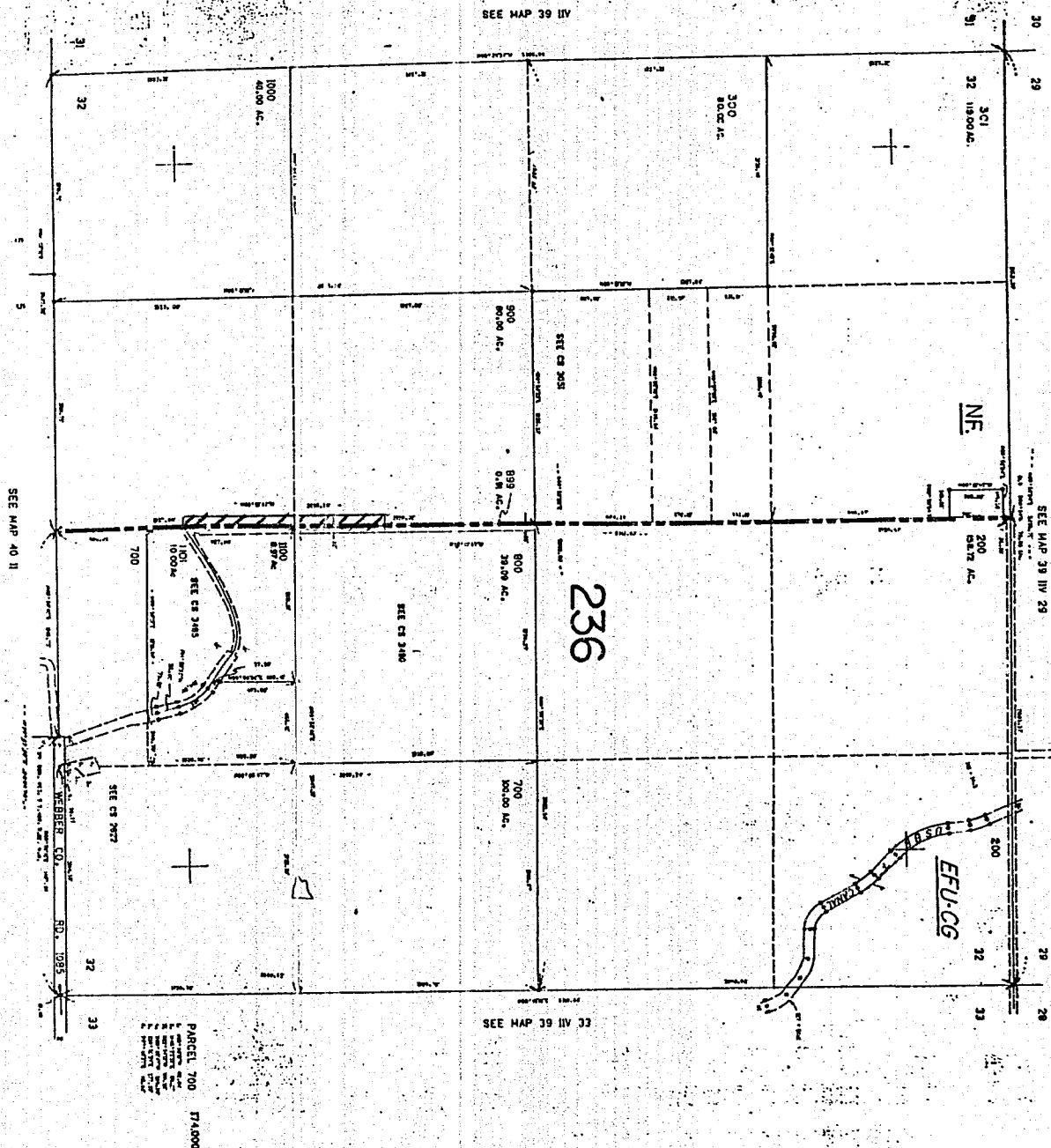
Notary public for Oregon

My Commission expires: 11/16/95

SCALE 1: 9600



SEE MAP 39 IV



ASSESSMENT PURPOSE 21.

11-1000

1-400

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co the 28th day
of July A.D., 19 94 at 3:25 o'clock P.M., and duly recorded in Vol. M94,
of _____ of Deeds on Page 23157.

FEE \$45.00

Evelyn Biehn County Clerk

By Catherine Millard