

NL

35486

1396-8171
AGREEMENT FOR EASEMENT

Vol. M97 Page 10041

THIS AGREEMENT, Made and entered into this 4th day of April, 1997,
by and between KRISTI LYNN REDD & GEORGE M. REDD, wife and husband,
hereinafter called the first party, and TRUSTEES OF THE MELVIN E. KEEFER & MARGARET L. KEEFER **see below
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 South 130 feet of Lot 25, HOMELAND TRACTS NO. 2, according to the
official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon.

**second party continued - TRUST UTD dated September 6, 1990 and recorded in
Volume M96, page 4092, Microfilm Records of Klamath
County, Oregon.

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 over the northerly 10 feet of the above described property for
ingress and egress and maintenance of existing and future underground public
utilities appurtenant to and for the benefit of the following described property
owned by the above named second party:

The North 130 feet of the South 260 feet of Lot 25, HOMELAND TRACTS #2,
according to the official plat thereof on file in the office of the County
Clerk of 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

KRISTI LYNN REDD & GEORGE M. REDD
5844 MACK AVE
KLAMATH FALLS OR 97603

AND

MARGARET KEEFER, TRUSTEE
5845 MACK AVE
KLAMATH FALLS OR 97603

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

MARGARET KEEFER
5845 MACK AVE
KLAMATH FALLS OR 97603

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

97 APR -4 P 3:39

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 5 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.

Kristi Lynn Redd
KRISTI LYNN REDD
George M. Redd
GEORGE M. REDD First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged by KRISTI LYNN REDD
of April 4, 1997, by XX
& GEORGE M. REDD XX

B. J. Phillips
Notary Public for Oregon
My commission expires 3-2-2000

by: Margaret L. Keefer
MARGARET L. KEEFER TRUSTEE
Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
April 4, 1997, by MARGARET L. KEEFER
as TRUSTEE
of THE MELVIN E. KEEFER & MARGARET L. KEEFER
TRUST UTD 9/6/90

B. J. Phillips
Notary Public for Oregon
My commission expires 3-2-2000

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri title
of April A.D. 19 97 at 3:39 o'clock P M., and duly recorded in Vol. M97
of Deeds on Page 10041

FEE \$35.00

Bernetha G. Letsch, County Clerk
by Dorlene Mullen