

35487

1396 - 8172  
AGREEMENT FOR EASEMENT

Vol. 97 Page 1004

THIS AGREEMENT, Made and entered into this 4th day of April, 1997,  
by and between TRUSTEES OF THE MELVIN E. KEEFER & MARGARET L. KEEFER TRUST UTD dated 9/6/90  
and recorded in Volume 97, Page 1004, hereinafter called the first party, and KRISTI LYNN REDD & GEORGE M. REDD, 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 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.

\*\*first party continued - 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 southerly 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:

Parcel No. 2 of Land Partition 66-92 as filed in the Klamath County Clerk's  
office being a portion of Lots 25, 26 and 27 Homeland Tracts No. 2 in the  
SW1/4 SW1/4 of Section 1, Township 39 South, Range 9 East of the Willamette  
Meridian, 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

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

KRISTI LYNN REDD & GEORGE M. REDD  
5844 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/title/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

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



10044  
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: SECTION 11, TOWNSHIP 20 NORTH, RANGE 12 EAST, COUNTY OF KLAMATH, OREGON

and second party's right of way shall be parallel with the center line and not more than five (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.

THE MELVIN E. KEEFER & MARGARET L. KEEFER  
TRUST UTD September 6, 1990

by: Margaret L. Keefe  
MARGARET L. KEEFER, TRUSTEE

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on  
April, 1997, by MARGARET L. KEEFER  
as TRUSTEE

of THE MELVIN E. KEEFER & MARGARET L. KEEFER  
TRUST UTD September 6, 1990



Kristi Lynn Redd  
KRISTI LYNN REDD

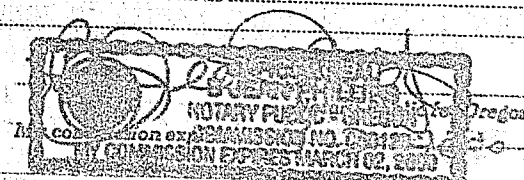
George M. Redd  
GEORGE M. REDD Second Party

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on  
April, 1997, by KRISTI LYNN REDD  
& GEORGE M. REDD as XX

XXX



STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 4th day  
of April, A.D., 19 97 at 3:40 o'clock P M., and duly recorded in Vol. M97  
of Deeds on Page 10043

FEE \$35.00

Bernetha G. Letsch, County Clerk

by Dorene M. Muelke