

NL

66403

AGREEMENT FOR EASEMENT

Vol. 198 Page 34123



THIS AGREEMENT, Made and entered into this 16 th day of July, 1998,
by and between Bill and Tracy Middlebrooks,
hereinafter called the first party, and Virgil and La Faith Journagan,
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:
Lot 9, Block 64 KFFE, Highway 66 Unit, Plat No. 3.

98 SEP 16 P3:47

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 non-exclusive easement to serve lot 1, Block 26 and Lot 4, Block 64
KFFE for power easement and for ingress and egress.

No gates to be installed without written consent of all parties.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Bill and Tracey Middlebrooks
P.O. Box 95
Merrill, Or. 97633

AND

Virgil Journagan and
La Faith Journagan
P.O. Box 1009, Keno, Or. 97627

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

Virgil Journagan
P.O. Box 1009
Keno, OR, 97627

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/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME TITLE
By _____, Deputy

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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 Indefinite, 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:

a 20 foot wide easement along the south side of Lot 9, Block 64, next to Lot 10, Block 64. Kffe Highway 66 Unit, Plat no. 3.

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.

B. W. Middlebrooks
First Party

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
July 27, 1998, by Bill W. Middlebrooks as
of _____

Virgil Journagan
Lafayette Journagan
Second Party

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
July 27, 1998, by Virgil Journagan
+ Lafayette Journagan
of _____

Patricia L. Harvey
NOTARY PUBLIC - OREGON
COMMISSION NO. 046667
MY COMMISSION EXPIRES AUG. 30, 1999

Patricia L. Harvey
OFFICIAL SEAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 046667
MY COMMISSION EXPIRES AUG. 30, 1999

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Virgil Journagan the 16th day
of September A.D., 19 98 at 3:47 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 34123

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross