

66404

AGREEMENT FOR EASEMENT

Vol. M98 Page 34125

THIS AGREEMENT, Made and entered into this 8th day of September, 1998,
by and between Thomas and Stephanie Brokenshire
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 1 Block 26 Klamath Falls Forest Estates.

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, 20 feet wide across the N.E. corner, starting where the S.W. corner of LOT 9 Block 64 adjoins Lot 1 Block 26 for ingress and egress and for power easement, in exchange for a like easement on Lot 9 Block 64 KFFE Hwy 66 Plat #3. (20 feet along the south side of lot 9) No gates to be installed on easement 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

Thomas & Stephanie Brokenshire
3611 Hwy 97 N. #86
Klamath Falls, Or. 97601

AND

Virgil & 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,

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

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 Perpetual, 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:
20 feet width angling across NE corner from the point where S side of Lot 9 Block 64 adjoins Lot 1 Block 26 KFFE.

and second party's right of way shall be parallel with the center line and not more than 10 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.

Stephanie Brokenshire
First Party

Virgil Journagan
Second Party

STATE OF OREGON,

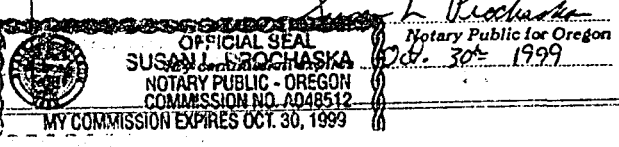
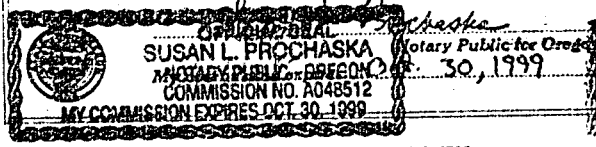
County of Klamath

This instrument was acknowledged before me on
Sept. 15th, 1998, by Stephanie & Thomas
Brokenshire as
of _____

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on
Sept. 15th, 1998, by Virgil & LaFaith
Journagan as
of _____



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 34125
By Bernetha G. Letsch, County Clerk

FEE \$35.00

By Kathleen Ross