

NS

75050

WD REF: 2552-080577

EASEMENT

Between

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

And

Virgil and LaFaith 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

99 FEB 23 P3:01

Vol. m99 Page 6157 9

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
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____
Records of said County.

Witness my hand and seal of County
affixed.

NAME

TITLE

By _____

, Deputy

THIS AGREEMENT made and entered into this 22nd, _____ day of September, 1998, b. and
between Thomas and Stephanie Brokenshire
hereinafter called the first party, and Virgil and LaFaith Journagan
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath
County, State of Oregon, to-wit:

Lot 1 Block 26, Klamath Falls Forest Estates. 3811-4 AO-100.

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 \$ 0 by the second party to the
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

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 utilities
and communications services. Easement to serve Lot 4, Block 64 Kife,
3911-33-2600.

This easement is incorporated into the existing recorded road easement.

After recording return to:
CenturyTel
Engineering Department
P O Box 337
Lebanon, OR 97355

(Insert a full description of the nature and type of easement granted by the first party to the second party)
(OVER)

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 agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be 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:

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 KFFE, for utilities and communications services.

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

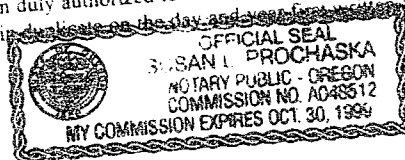
During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party responsible for _____ % and the second party responsible for _____ %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 parties hereto but also their respective heirs, executors, administrators, assigns, 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 the day and year first written above.



Thomas E. Brokenshire
Stephanie Brokenshire
 FIRST PARTY

STATE OF OREGON, County of Klamath

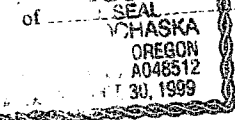
This instrument was acknowledged before me on

by Thomas E. Brokenshire

This instrument was acknowledged before me on

by Stephanie Brokenshire

as Husband and Wife



Susan L. Prochaska
 Notary Public for Oregon
 My commission expires Oct. 30, 1999

Virgil Journagan
La Faith Journagan
 SECOND PARTY

STATE OF OREGON, County of Klamath

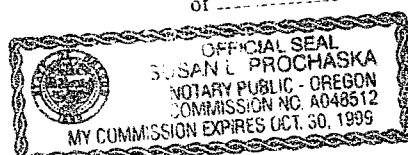
This instrument was acknowledged before me on

by Virgil Journagan

This instrument was acknowledged before me on

by La Faith Journagan

as Husband and Wife



Susan L. Prochaska
 Notary Public for Oregon
 My commission expires Oct. 30, 1999

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of CenturyTel the 23rd day
 of February A.D. 1999 at 3:01 o'clock P. M. and duly recorded in Vol. M99
 of Deeds on Page 6157

FEE

\$15.00

by *Kathleen Kren*
 Linda Smith, County Clerk