

AGREEMENT FOR EASEMENT

*THIS AGREEMENT, Made and entered into this seventeenth day of December 2001*  
*By and between Kenneth J. and Karen A. Wilson doing business as Wheel Café, hereinafter called the first party, and record owner of tax lot R-2708-021CB-04400-000, located in Klamath County, Oregon, and Kenneth J. and Karen A. Wilson doing business as Homerun Pizza & Sports Bar, hereinafter called the second party, and record owner of Tax Lot and Map # R-2708-021CB-04500-000.*

WITNESSETH:

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

**Tax Lot and Map # R-2708-021CB-04400-000 also known as 109340 Highway 97 North, Chemult, OR 97731**

*And has the unrestricted right to grant the easement hereinafter described relative to said 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 Public Utility Easement for water service and other Utilities as may be needed. Described as follows: Beginning at the northwest corner of Tax Lot R-2708-021CB-04400-000, (also known as 109340 Highway 97 North Chemult, OR) and two feet east of said corner and parallel to west property line across property to the South property line that meets Tax Lot R-2708-021CB-04500-000.*

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

*The second party shall have all rights of ingress and egress to and from said 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 an indefinite period, always subject, however, to the following specific conditions, restrictions and considerations:*

State of Oregon, County of Klamath  
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Fee \$ 31.00 # of Pgs 3

31CA

*If this easement is for a right of way over or across first party's said real estate, the centerline of said easement is described as follows:*

*Two (2) feet east of the west property line and parallel to same line.*

*And second party's right of way shall be parallel with said centerline and not more than two feet distance from either side thereof.*

*During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of both parties, with the first party being responsible for 50% and the second party being responsible fo 50%. The percentages allocated to each party should total 100.)*

*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 as well.*

*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 affixed by an officer or other person duly authorized to do so by its board of directors.*

*IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.*

*Dated December 17, 2001.*

*Kenneth J. Wilson*

*Kenneth J. Wilson*

*Karen A. Wilson*

*Karen A. Wilson*

DBA Wheel Cafe  
Chemult, OR

DBA Humenun PIZZA Parlor  
Chemult, OR

STATE OF OREGON, County of Klamath .ss

*This instrument was acknowledged before me on December 17, 2001 by Kenneth J. and Karen A. Wilson.*

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Notary Public For Oregon

64353

AGREEMENT  
BETWEEN

Kenneth + Karen Wilson

DBA Wheel Cafe, Chemult, OR

AND

Kenneth + Karen Wilson

DBA Homenum Pizzeria  
Chemult, OR

After Recording Return To

Recorders Use

Space Reserved For

Kenneth & Karen Wilson  
P.O. Box 170  
Chemult, OR 97731

STATE OF OREGON,

County of Clatsop } ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Kenneth S. Wilson & Karen A. Wilson

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



Sally A. West  
Notary Public for Oregon  
My commission expires Mar. 15, 2003