

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of April, 19 73,
by and between Andrew C. & Helen Sheppard
hereinafter called the first party, and Don & Wilma Gray
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 1/2 of Lot 8 of Altamont Small Farms, Klamath County,
Oregon.

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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a 15 foot
easement for a domestic water line.

(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 de-
scribed 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 forever, always subject,
however, to the following specific conditions, restrictions and considerations:

As line exists from Avalon Street to Gray property as of
the date of this instrument.

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

As line exists from Avalon Street to Gray
property as of the date of this instrument.

and second party's right of way shall be parallel with said center line and not more than 10 feet
distant from either side thereof.

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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 and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

X Andrew C. Sheppard
X Helen Sheppard

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,)
County of Klamath) ss.
April 25, 1973
Personally appeared the above named
Andrew C. Sheppard & Helen
Sheppard
and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Henry D. Smith
Notary Public for Oregon
My commission expires: 6/15/74

STATE OF OREGON, County of Klamath) ss.
April 25, 1973
Personally appeared Andrew C. Sheppard and
Helen Sheppard who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of
a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of them
acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires: June 15, 1974

AGREEMENT
FOR
EASEMENT

(FORM No. 926)
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON,

County of KLAMATH
I certify that the within instru-
ment was received for record on the
26th day of April, 1973,
at 8:52 o'clock A. M., and recorded
in book M. 73 on page 1971
Record of DEEDS
of said County.
Witness my hand and seal of
County affixed.

WM. D. MILNE
COUNTY CLERK Title.
By Hazel W. Milne Deputy.
AFTER RECORDING RETURN TO
Gene Dowd

FEES \$ 1.00