

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of April, 1977,
by and between Nota A. Sinclair
hereinafter called the first party, and Vernon DuBois
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:

That property described in that certain warranty deed whereas Ella
O. Canton is the grantor and Nota A. Sinclair is the grantee, said
deed being recorded in Deed Volume M-73 at Page 6112, Klamath County
Official Deed Records.

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 The unrestricted
right of egress and ingress over and across a triangular shaped portion
of the above described property being more particularly described as
follows: Beginning at the most easterly corner of the above described
property; thence N51°02'13"W along the dead end of Washington Street
15.48 feet; thence S01°13'10"W, 25.30 feet to a point on the northwesterly
line of Block 44 of Nichols Addition; thence N38°57'47"E along said
northwesterly Block line 20.00 feet to the point of beginning.

(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 Permanent, always subject,
however, to the following specific conditions, restrictions and considerations:

None

77 JUL 28 1977 3 49

1st

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:

Not Applicable

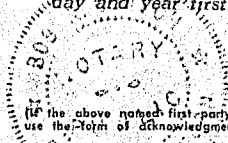
and second party's right of way shall be parallel with said center line and not more than .N.A. feet distant from either side thereof.

Not Applicable

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.



STATE OF OREGON, }
County of Klamath } ss.
April 7, 1977

Personally appeared the above named
Nota A. Sinclair
and acknowledged the foregoing instrument to be her
voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Bob A. Jett

Notary Public for Oregon

My commission expires: 11/9/79

(ORS 93.490)

STATE OF OREGON, County of } ss.
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Personally appeared _____ and
_____, 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:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT BETWEEN

Nota A. Sinclair

AND

Vernon DuBois

AFTER RECORDING RETURN TO
Vernon DuBois
933 High St.
Klamath Falls, Oregon

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
7 day of April, 19 77,
at 10:34 o'clock AM., and recorded
in book M 77 on page 5792 or as
file/reel number 2755
Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Wm D Milne

Recording Officer
Deputy
6.00 copy 1.00