

32752

AGREEMENT FOR EASEMENT

M.T.C. # 3218

Vol. 11 Page 12840

THIS AGREEMENT, Made and entered into this 15 day of June, 1977,
by and between George A. Pondella Jr. and Bobbie Snyder
hereinafter called the first party, and Larry L. Paul and Melanie M. Paul
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 South $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township
34 South, Range 7 East of the Willamette Meridian, 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

TOGETHER WITH and easement 30 feet in width and being 15 feet on each side of
the following described center line:

Beginning at the intersection of said center line and the West right of way line
of U.S. Highway 97, said center line being 15 feet North of the Southerly line
of the $N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$; thence from point of beginning West to a point 15 feet East
of the Westerly line of the $N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$; thence North 660 feet to a point that is
15 feet North of the Southerly line of the $N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$; thence West 690 feet; thence
South 15 feet to the Northerly line of the $S\frac{1}{2}NW\frac{1}{4}$. Section 28, Township 34
South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

(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 N/A, always subject,
however, to the following specific conditions, restrictions and considerations:

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:

and second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof.

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.

(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.

June 15, 1977

Personally appeared the above named

Robert J. Snyder & George A. Snyder

and acknowledged the foregoing instrument to be

their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 5/26/78

STATE OF OREGON, County of _____ ss.

_____, 19____

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 _____

AND _____

AFTER RECORDING RETURN TO

MTC - Ron

STATE OF OREGON

County of Klamath ss.

I certify that the within instru-

ment was received for record on the

20 day of July, 1977,

at 10:56 o'clock A.M., and recorded

in book M. 77 on page 12840 or as

file/reel number 32752 of said county.

Record of Deeds

Witness my hand and seal of

County affixed.

_____, Wm. D. Milne, Recording Officer

By Pat McCullough, Deputy

Fee \$6.00