

MTC #1465-3707

35527

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 30 day of August, 1977,
by and between James M. Boyle and Ruth Boyle
hereinafter called the first party, and Darrol Van Auker
hereinafter called the second party;

WITNESSETH:

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

SouthWest $\frac{1}{4}$ SouthWest $\frac{1}{4}$ of Section 17 Township 35 South, Range 10 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

Easement over the West 60 feet of the SouthWest $\frac{1}{4}$ SouthWest $\frac{1}{4}$ of Section 17 Township
35 South, Range 10 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 perpetual, always subject,
however, to the following specific conditions, restrictions and considerations:

16906-17

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:

30 feet East of the West line of the Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 17 Township 35 South Range 10 East of the Willamette Meridian, Klamath County, Oregon

and second party's right of way shall be parallel with said center line and not more than 30 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.

James M. Boyle
Ruth V. Boyle

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

(ORS 93.490)

STATE OF OREGON, California } ss.

County of Los Angeles

August 30, 1977

Personally appeared the above named

James M. Boyle and Ruth V. Boyle

and acknowledged the foregoing instrument to be

their voluntary act and deed.

OFFICIAL SEAL

Lauren W. Averitt
Notary Public for Oregon, California

My commission expires: 3-30-81

STATE OF OREGON, County of } ss.

1977

Personally appeared

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 in their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:



OFFICIAL SEAL
LAUREN W. AVERITT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY

My Commission Expires March 30, 1981

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Strout Realty

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 12th day of September, 1977, at 10:11 o'clock A.M., and recorded in book M77 on page 16906 or as file/reel number 35529. Record of deeds of said county.

Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By: [Signature] Deputy

Fee \$6.00