

TC

51030

AGREEMENT FOR EASEMENT

Vol. m Page 14158

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between Lyle J. Sheldon and Dianne M. Sheldon hereinafter called the first party, and Robert N. Frizzell and Helen J. Frizzell 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 SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 25, Township 35S, Range 12E of the Willamette Meridian.

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 an ingress egress easement across the western portion of the above described property, the centerline of which is described below.

(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 a period of _____, always subject, however, to the following specific conditions, restrictions and considerations:

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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:

Beginning at a point in the centerline of the existing road through the northwest corner of above described real estate and extending to the south boundary of said parcel, ten feet from and parallel to the west boundary thereof.

and second party's right of way shall be parallel with said center line and not more than ten 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 CALIF
OREGON

County of Orange

June 9, 1978

Personally appeared the above named L. Sheldon
Sheldon, L. M. M. Sheldon
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Audrey V. Woodard
Notary Public for Oregon

My commission expires Nov 14, 1980



OFFICIAL SEAL
AUDREY V. WOODARD
NOTARY PUBLIC - CALIFORNIA
My comm. expires NOV 14, 1980

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO

Robert U. FRIZZELL
32932 BLUFFSIDE
DAVA PT. CALIF.
92629

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____
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.

Notary Public for Oregon

(OFFICIAL
SEAL)

OFFICIAL SEAL

AUDREY V. WOODARD
NOTARY PUBLIC - CALIFORNIA

ORANGE COUNTY
My comm. expires NOV 14, 1980

STATE OF OREGON

County of Klamath) ss.

I certify that the within instru-
ment was received for record on the
30th day of June, 1978,
at 2:30 o'clock P.M., and recorded
in book M78, on page 14158, or as
file/reel number 51030,
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Wm. D. Milne

Recording Officer

By Dorinda A. Shelton Deputy