

52010

AGREEMENT FOR EASEMENT

Vol. ^m78 Page 15734

THIS AGREEMENT, Made and entered into this 6th day of July, 1978,
by and between L. C. Campbell
hereinafter called the first party, and Ronald M. Hawkins
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:

Township 41 South, Range 12 East, W.M.
Section 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$

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

An easement 16 feet in width, the centerline being more particularly
described as follows:

Beginning at a point which lies on the North right of way line of a
county road and the South line of Section 10, Township 41 South, Range 12 East
of W.M., from which the SE corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ bears 350 feet East; thence North
along a line 350 feet West of the East boundary of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10,
to the South boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10.

(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:

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:

An easement 16 feet in width, the centerline being more particularly described as follows:

Beginning at a point which lies on the North right of way line of a county road and the South line of Section 10, Township 41 South, Range 12 East of W.M., from which the SE corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ bears 350 feet East; thence North along a line 350 feet West of the East boundary of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10, to the South boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10.

This easement is to correct the easement recorded in M77, page 22762 on November 22, 1977 and second party's right of way shall be parallel with said center line and not more than 8 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.)

STATE OF OREGON

County of Klamath } ss.
July 12, 1978

Personally appeared the above named

L.C. Campbell and Ronald M. Hawkins

and acknowledged the foregoing instrument to be
 voluntary act and deed.

Before me,

OFFICE
 SEAL

Notary Public for Oregon

My commission expires: 3-28-1980

(ORS 93.490)

STATE OF OREGON, County of Klamath } ss.
July 6, 1978

Personally appeared _____ and

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

L.C. CAMPBELL

AND

RONALD M. HAWKINS

AFTER RECORDING RETURN TO

Federal Land Bank
909 Klamath Avenue
City

SPACE RESERVED

FOR

RECORDERS USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-
 ment was received for record on the
 20th day of July, 1978,
 at 11:29 o'clock P.M., and recorded
 in book M78 on page 15734 or as
 file/reel number 52010

Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

Wm. D. Milne

Recording Officer

By Berntha Sheth Deputy