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## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 19 day of July, 1978,  
by and between Patrick L. Roach and Shirley A. Roach, husband and wife.  
hereinafter called the first party, and Lawrence Lee Marsh  
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:

A parcel of land situated in Section 14, Township 34 South, Range 7  
East of the Willamette Meridian, in the County of Klamath, State of  
Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southwest corner of the  
NE1/4 of said Section 14, thence from said point of beginning; North  
00° 10' 16" East along the West line of the said NE1/4 391.19 feet  
to a 5/8" iron pin, thence South 89° 54' 02" East 1097.61 feet to a  
5/8" iron pin, thence South 791.58 feet to a point; thence South 89°  
35' 57" West 1100.03 feet to a 5/8" iron pin; thence North 00° 10' 16"  
East along the West line of the said N1/2NE1/4 of SW1/4 409.98 feet to a 5/8"  
iron pin marking the point of beginning.

TOGETHER WITH the following exhibits: A, B, F & G (See attached Exhibit  
"A" and by this reference incorporated herein as if fully set forth herein.  
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:

Second party shall have the right of ingress and egress over the  
above described lands of the first party for the purpose of construct-  
ing, reconstructing, stringing new wires on, maintaining and removing  
such line and appurtenances, and exercising other rights hereby granted.

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.

This easement is for right of way for an electric transmission and  
distribution line of one or more wires and all necessary or desirable  
appurtenances (including telephone and telegraph wires, ~~poles~~ poles,  
props, guys, anchors and other supports and the right to place all or  
any part of such line underground) at or near the location and along  
the general course of first party's property. Second party shall  
conform strictly to the provisions of any then applicable safety code  
or regulation pertaining to required clearances from the wires or  
conductors of such line.

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All rights hereunder shall cease if and when such line shall have been abandoned.

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.

*Patrick L. Roach*  
Patrick L. Roach  
*Shirley A. Roach*  
Shirley A. Roach

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

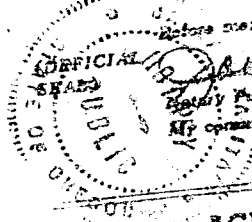
(ORS 12.401)

STATE OF OREGON,

County of Klamath

July 28, 1978

Personally appeared the above named Patrick L. Roach and Shirley A. Roach, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

AFTER RECORDING RETURN TO

*Lawrence Marsh*  
PO Box 392  
*Chiloquin, Ore*  
97624

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

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 attined 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 his voluntary act and deed.

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

STATE OF OREGON

County of \_\_\_\_\_ ) ss.  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_ of said county. Record of \_\_\_\_\_ hand and seal of County affixed.

By

Recording Officer  
Deputy

EXHIBIT A

An easement 60 feet in width, measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW $\frac{1}{4}$ , NW $\frac{1}{4}$ , of Section 14 and the centerline of an existing road, from which the Southeast corner of the NW $\frac{1}{4}$ , NW $\frac{1}{4}$  of said Section 14 bears South 89° 59' 40" East 626.00 feet, thence from said point of beginning Northeasterly along the centerline of an existing road, the following six bearings and distances: North 18° 16' 56" East 31.94 feet, North 26° 36' 26" East 66.98 feet, North 45° 16' 11" East 133.72 feet, North 52° 35' 15" East 257.59 feet, North 38° 56' 57" East 65.21 feet, South 89° 54' 02" East 246.55 feet to a point on the West line of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  of said Section 14, from which the Southeast corner of the NW $\frac{1}{4}$ , NW $\frac{1}{4}$  of said Section 14, bears South 00° 10' 16" West 391.19 feet.

EXHIBIT B

An easement for purposes of ingress and egress lying 30 feet Northerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , from which the Southwest corner of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14, bears South 00° 10' 16" West 391.19 feet, thence from said point of beginning South 89° 54' 02" East 1300.46 feet, thence South 89° 54' 30" East 1980.06 feet to a point on the East line of the W $\frac{1}{2}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 14.

EXHIBIT F

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14 bears the following two bearings and distances; North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet, thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 14.

EXHIBIT G

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14, bears the following two bearings and distances; North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet, thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 14.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 31st day of July A.D., 19 78 at 1:40 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 16587.

FEE \$2.00

WM. D. MILNE, County Clerk

By Bernice A. Schuch Deputy