

TC

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 31 day of August, 1979,  
by and between Klamath River Acres of Oregon, Ltd.,  
hereinafter called the first party, and Keno Construction Company

, 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:

Lot 16, Block 34, Fifth Addition Klamath River Acres of Oregon, Ltd., in the County of Klamath, State of Oregon.

LOS EV ENEAL  
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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

Easement for ingress and egress

From Lot 16, Block 34, Fifth Addition, Klamath River Acres of Oregon, Ltd., in the County of Klamath, State of Oregon, to Lot 15, Block 34, Fifth Addition, Klamath River Acres of Oregon, Ltd., in the County of Klamath, State of Oregon, for the purpose of a driveway as existing on the ground now.

(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 running with the land always subject, however, to the following specific conditions, restrictions and considerations:

none

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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:

and second party's right of way shall be parallel with said center line and not more than 10 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.

Klamath River Acres of Oregon, Ltd.

(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.  
August 31, 1979

Personally appeared the above named E. J. Shipsey  
and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  
(OFFICIAL SEAL) William M. Ellinghal  
Notary Public for Oregon  
My commission expires: 4/18/80

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 (OFFICIAL SEAL)  
My commission expires: \_\_\_\_\_

### AGREEMENT FOR EASEMENT

BETWEEN

Klamath River Acres of Oregon, Ltd.  
Keno, Oregon

AND

Keno Construction Company  
Keno, Oregon

AFTER RECORDING RETURN TO

Keno Construction Company  
Box 52  
Keno, Oregon 97627

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 6th day of September 1979, at 11:36 o'clock A.M., and recorded in book M79 on page 21273 or as file/reel number M79, Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne  
By Bernetha Kelsch Deputy  
Recording Officer

Fee \$7.00