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MTC-8303

Vol. 79 Page 24997

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AGREEMENT FOR EASEMENT

Vol. 79 Page 24829

THIS AGREEMENT, Made and entered into this 19th day of October, 1979, by and between William H. Bartlett and Catherine M. Bartlett, husband and wife hereinafter called the first party, and Obil S. Collman and Berniece V. Collman, husband and wife, hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:
SEE ATTACHED EXHIBIT "A"

WITNESSETH:

LOE EASEMENT
VCHERWEAL

RECORDED TO CORRECT LEGAL DESCRIPTION

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 easement for roadway purposes over the existing gravel road across the property of the first party, and for the benefit of the following described property, to wit:

Parcel 1: The Northwest 1/4 of the Southeast 1/4 of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon.
Parcel 2: The North 928.25 feet of NE 1/4 of the SE 1/4, Section 27, Township 38 south, Range 9, E.W.M.
Parcel 3: That portion of the Northeast 1/4 of the Southeast 1/4 of Section of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying West of the Westerly line of the Enterprise Irrigation District Canal, EXCEPTING THEREFROM: the North 928.25 feet thereof.

(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 non-exclusive, perpetual, however, to the following specific conditions, restrictions and considerations:

EXISTENCE FOR HOLD GRANT FOR AGENTS

EXCEPT CONCERNING IS UNKNOWN BROADCASTING FOR BEEN ENLIGHTENED THE LONG FOR BEEN IN

EASEMENT IS DESCRIBED AS FOLLOWS:

IF THIS EASEMENT IS FOR A PERIOD OF TIME THAT DATE OF EXPIRATION IS NOT SPECIFIED IN THE INSTRUMENT

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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:

Exact centerline is unknown, property has not been surveyed. The road has been in existence for more than ten years.

POSTAGE: to the following electric conditions: institutions and considerations:

The easement described above shall continue for a period of "NON-EXCLUSIVE" single subject and butler must not second party's use of the right herein granted and second party's right of way shall be parallel with said center line and not more than see below * feet distant from either side thereof.

Said easement is a gravel road approximately 20'30 feet in width and corner of the road is the easement's corner. Easement and all other easements herein granted.

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.

OBIL S. COLLMAN

BERNICE V. COLLMAN

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

(ORS 93.490)

WILLIAM A. BARTLETT

CATHERINE M. BARTLETT

STATE OF OREGON

County of Klamath

October 19, 1979

Personally appeared the above named Obil S. Collman and Bernice V. Collman and William A. Bartlett

and Catherine M. Bartlett in person or by their attorneys, who, being duly sworn, and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

My Commission Expires July 13, 1981

STATE OF OREGON; County of Klamath ss. The foregoing instrument, 1979, was acknowledged by the above named parties and personally appeared

and who, being duly sworn, 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

ALL EASEMENTS EXISTING AND CONTAINED IN OR ON THE LAND TO BE

WHEREBY THE PARTIES TO THE RECORD

AFTER RECORDING RETURN TO THE OFFICE OF THE COUNTY CLERK OF Klamath County, Oregon

THIS AGREEMENT

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 of entries on page or as file/reel number

Record of of said county.

Witness my hand and seal of County affixed

By Recording Officer

By Deputy

SPACE RESERVED FOR RECORDER'S USE

RECORDED

RECORDED

RECORDED

RECORDED

RECORDED

RECORDED

24831

PARCEL 1:

A tract of real property in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

ALSO EXCEPTING THEREFROM a tract of real property in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that land recorded in Volume 260, page 278 of Deed Records of Klamath County, more particularly described as follows:

Beginning at the int

PARCEL 2:

PARCEL 3:

Please return after recording to:
Mountain Title Co.

Mountain Title Company
407 N. :

407 Main Street

Klamath Falls , Oregon
8303-J.

I hereby certify that the within instrument was received and filed for record on the 22nd day of October A.D., 19 79 at 2:46 o'clock P. M., and duly recorded in Vol. M79 of Deeds on Page 24829.

FEE \$10.50

WM. D. MILNE, County Clerk

Pv. K... Clerk
Pv. K... Deputy

I hereby certify that the within instrument was received and filed for record on the 24 day of October A.D., 19 79 at 3:28 o'clock P. M., and duly recorded in Vol. 179 of Deeds on Page 24997.

FEE \$10.50

WM. D. MILNE, County Clerk

By Kenneth A. Litch Deputy