



77192

AGREEMENT FOR EASEMENT

Vol. 79 Page 27332

THIS AGREEMENT, Made and entered into this 21 day of NOVEMBER, 1979, by and between Jacqueline J. McDonald and Bessie M. Nixon hereinafter called the first party, and Carl R. Smith and Sandra E. Smith 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 Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 8, Township 38 South, Range 11 east of the Willamette Meridian, Klamath County, Oregon.

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 A 15 foot easement for right-of-way, described on back.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

NONE

Frontier Title

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:

A 15 foot right-of-way, the center line of which is described as follows: Beginning at a point on the West boundary of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 8, Township 38 South, Range 11 East, Willamette Meridian, Klamath County, Oregon, from which the Southwest corner of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter bears South, 474.50 feet; thence East to the Westerly boundary of a 40 foot right-of-way described in Deed Volume M 72, page 1845 Klamath County Deed Records and second party's right of way shall be parallel with said center line and not more than 7.5 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.

Jacqueline J. McDonald  
Jacqueline J. McDonald  
Bessie M. Nixon  
Bessie M. Nixon

(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.

November 21, 1979

Personally appeared the above named

Jacqueline J. McDonald

and acknowledged the foregoing instrument to be

her voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 8-23-81

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

November 21, 1979

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

My commission expires:

(OFFICIAL SEAL)

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES

ACQUITTANCE  
BETWEEN

ss.

ON NOVEMBER 16, 19 79

before me, the undersigned, a Notary Public in and for said State, personally appeared  
BESSIE M. NIXON

\_\_\_\_\_ known to me,  
to be the person whose name IS subscribed to the within Instrument,  
and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



Marilyn L. Mondragon  
Notary Public in and for said State.

MARILYN L. MONDRAGON

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of  
November A.D., 19 79 at 3:22 o'clock P M., and duly recorded in Vol. M79  
of Deeds on Page 27322.

FEE \$7.00

WM. D. MILNE, County Clerk

By Lemuel Nelson Deputy