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## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 18 day of January, 1988,  
by and between JAMES A. McRAE and CAROLYN McRAE  
hereinafter called the first party, and L. WAYNE MESSICK and GALE S. MESSICK  
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 East half of the Southwest Quarter, and the West half of the  
Southeast Quarter of Section 23, and the Northeast Quarter of the  
Northwest Quarter of Section 26, Township 35 South, Range 12 East,  
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 acknowl-  
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

see attached Exhibit "A"

(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:

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 ..... 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.  
February, 1980

Personally appeared the above named  
James A. and Carolyn McRae  
and acknowledged the foregoing instrument to be  
their voluntary act and deed.

(OFFICIAL  
SEAL)

Before me:

Judy B. Aubrey  
Notary Public for Oregon

My commission expires: 8-23-81

(ORS 93.490)

James A. McRae

Carolyn McRae

STATE OF OREGON, County of ..... ) ss.  
....., 19.....

Personally appeared ..... and  
each for himself and not one for the other, did say that the former is the  
..... who, being duly sworn,  
..... 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

McRae

AND

Messick

AFTER RECORDING RETURN TO

Frontier Title & Escrow  
P.O. Box 5197  
Klamath Falls, Or.

STATE OF OREGON, } ss.  
County of ..... )

I certify that the within instru-  
ment was received for record on the  
..... day of ..... 19.....  
at ..... o'clock M., and recorded  
in book/reel volume No. .... on  
page ..... or as document fee file  
instrument/microfilm No. ....  
Record of .....  
of said County.

Witness my hand and seal of  
County affixed.

NAME

By ..... Deputy

## EXHIBIT A

An Easement for right-of-way being described as follows:

Beginning at a point 40 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 23, Township 35 South, Range 12 East, Willamette Meridian, Klamath County, Oregon; and running thence West 1350 feet, more or less, to a point being 40 feet North and 30 feet West of the Northeast corner of the Northwest Quarter of Section 26; thence running South 1360 feet, more or less to a point lying on the North line of a 30 foot easement, said point also being 30 feet West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 26, said Township and Range; thence 30 feet East to the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 26; thence North 1320 feet to the Northeast corner of the Northwest Quarter of Section 26; thence East 1320 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 23; thence 40 feet North to the Point of Beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title & Escrow  
this 5th day of February A. D. 1930 at 9:19 o'clock P. M., and  
fully recorded in Vol. 330, of Books on Page 2144

Wm D. MILNE, County Clerk

By James H. [Signature]

Fee \$10.50