

38-21517
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 23rd day of April, 1980
 by and between John R. Wells
 hereinafter called the first party, and Clarence R. Wells
 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:

That portion of the $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ of Section 34, Township 34 South, Range 7
 East of the Willamette Meridian, lying Easterly of the Chiloquin-
 Klamath Agency Highway. EXCEPT THEREFROM the North 326 feet thereof,

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 a road easement
 30 feet wide for ingress and egress purposes

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

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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:
Beginning at a point which is South 00° 16' 37" West, 326.00 feet and North 89° 48' 06" East, 15.00 feet from the Northwest corner of Section 34, Township 34 South, Range 7 East of the Willamette Meridian; thence South 00° 16' 37" West, parallel to the West line of said Section 34, 37.58 feet to a point; thence South 23° 19' 52" East, parallel to the Chiloquin-Agency Highway, 56.28 feet to a point

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

John R. Wells
John R. Wells

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

STATE OF OREGON,
County of Klamath } ss.
APRIL 23RD, 19 80

Personally appeared the above named
John R. Wells,
and acknowledged the foregoing instrument to be
his voluntary act and deed.

(OFFICIAL
SEAL)

Before me:
John A. Kallala

Notary Public for Oregon

My commission expires: July 16, 1982

(ORS 93.450)

STATE OF OREGON, County of
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Personally appeared

and
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

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

John R. Wells

AND

Clarence R. Wells

AFTER RECORDING RETURN TO

Winema Real Estate
P.O. Box 376
Chiloquin, Ore. 97624

STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
5th day of May, 19 80,
at 3:45 o'clock PM., and recorded
in book M80 on page 8260 or as
file reel number 83959
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Wm. D. Milne

Recording Officer
By *James H. Kline* Deputy
Fee \$7.00