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91674

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of _____, 1980, by and between Glenger Enterprises, Inc. and Oregon Corporation, hereinafter called the first party, and Marvin H. McLain and Loretta E. McLain, husband and wife, 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 North 1/2 of the Northwest 1/4 of the Southwest 1/4, Section 28, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of 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 60 foot easement for ingress and egress in the SW $\frac{1}{4}$ of Section 28, Township 34 South, Range 7 E.W.M., more particularly described as follows:

Beginning at the Northeast corner of the SW $\frac{1}{4}$ of Section 29; thence South 60 feet; thence East to the West right of way line of Highway 422; thence Northwesterly along the West right of way line of said Highway 422 to a point that lies 14 feet East of the point of beginning; thence due West 14 feet to the point of beginning.

This easement is a perpetual non-exclusive easement upon, over and across the above described property.

(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 be a perpetual non-exclusive easement, always subject, however, to the following specific conditions, restrictions and considerations:

Subject as to said land to all matters of public record.

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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

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Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

GIENGER ENTERPRISES, INC.

By: *Leroy Gienger (Pres)*

Elaine P. Gienger

(ORS 93.490)

STATE OF OREGON, County of Klamath) ss.
Oct 18, 1980

Personally appeared *Leroy Gienger* and *Elaine P. Gienger* 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

Gienger Enterprises, Inc., 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:

Bonnie M. Kocher

Notary Public for Oregon

My commission expires: *11.5.82*

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

Paul W. Bartram
A.O. Box 903
K Falls, Or.

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the *23rd* day of *October*, 19 *80*, at *3:07* o'clock PM., and recorded in book/reel/volume No. *M80* on page *20734*, or as document/fec/file/instrument/microfilm No. *91675*, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
By *Bernetha H. Milne* Deputy