

2198202

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 8th day of April, 1981,  
by and between Fred W. Koehler, Jr. and Robert L. Harris and Frances J. Harris,  
hereinafter called the first party, and Tyler Barlowe and Sharon E. Harrington  
hereinafter called the second party;

## WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in  
County, State of Oregon, to-wit:

The E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$  and that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$  lying West of Highway 97 in Section 16,  
Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon,  
excepting therefrom the South 340 feet of the E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$  and that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$   
lying West of Highway 97 in Section 16, 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 acknowl-  
edged 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 ingress and egress over the Northerly 60 feet of the Southerly  
400 feet of the E $\frac{1}{2}$ SW $\frac{1}{4}$  and the E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the SE $\frac{1}{4}$  lying  
Westerly of Hwy. 97 in Section 16, Township 34 South, Range 7 East of the  
Willamette Meridian, in the County of Klamath, State of Oregon.

For the benefit of The E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the W $\frac{1}{2}$  of the W $\frac{1}{2}$   
of the SE $\frac{1}{4}$  and the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 16,  
Township 34 South, Range 7 East of the Willamette Meridian, Klamath County,  
Oregon.

(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:

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:

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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.

*Robert K. Harris*  
Robert K. Harris  
*Fred W. Koehler, Jr.*  
Fred W. Koehler, Jr.  
*Frances J. Harris*  
Frances J. Harris

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

(ORS 92.490)

STATE OF OREGON,  
County of Klamath

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

Personally appeared the above named ROBERT K. HARRIS, FRANCES J. HARRIS & FRED W. KOEHLER and acknowledged the foregoing instrument to be their voluntary act and deed.

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 \_\_\_\_\_

Before me:  
*[Signature]*  
Notary Public for Oregon  
My commission expires: JULY 16, 1984

\_\_\_\_\_ 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: \_\_\_\_\_

**AGREEMENT FOR EASEMENT**  
BETWEEN  
\_\_\_\_\_  
AND  
\_\_\_\_\_  
AFTER RECORDING RETURN TO

**STATE OF OREGON**  
County of Klamath ss.  
I certify that the within instrument was received for record on the 9th day of April, 1981, at 2:45 o'clock P. M., and recorded in book M81 on page 6444 or as file/reel number 98202, Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
\_\_\_\_\_  
County Clerk  
Recording Officer  
By *[Signature]* Deputy  
Fee \$7.00

M.T.C.