

98411

AGREEMENT FOR EASEMENT

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6772

THIS AGREEMENT, Made and entered into this 15th day of April, 1981, by and between Norman D. England and Zella A. England, hereinafter called the first party, and Adjoining property owners, 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: A tract of land situated in NW 1/4 Sec. 27 T. 23 S. R. 10 E. of the Willamette meridian, as set forth in Deed from Fred D. Bosley and Aubree M. Bosley to Norman D. England and Zella A. England, et ux, Dated April 28, 1976 recorded May 4, 1976 Volume M 76 page 6569, and a tract of land as set forth in Deed from Kenneth C. Soyles and Evelyn Soyles Husb. & wife to Norman D. England and Zella A. England, Husband & Wife et ux, Dated July 1, 1974 Recorded April 9, 1980 Volume M 80 page 6702

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 an easement for access to these tracts Subject to reservations and terms & provisions set forth in Deed from Myrlene Huberty, a widow to Fred Townsend et ux, Dated July 31, 1958 recorded Aug 11, 1958 Deed Vol. 302 page 43 with these additions; the existing easement is to be 30 ft. wide. An Easement is to be granted on the West 30 feet of the property for road purposes. Situated parallel to the west line of the NW 1/4 of the SW 1/4 of Section 27 Township 23 S Range 10 East of Willamette meridian

(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 99 yrs., 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:

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.

Norman D. England
Yvette D. England

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

(ORS 93.490)

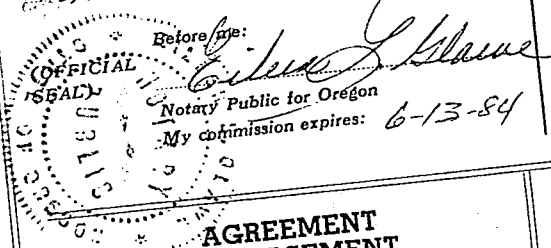
STATE OF OREGON,

County of Klamath, ss.

April 15, 1981.

Personally appeared the above named,

Norman D. England & Yvette D. England
and acknowledged the foregoing instrument to be their voluntary act and deed.



AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO
Norman D. England
33985 Witcher Gateway
Cottage Grove, OR
97424

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

Personally appeared 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 OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 15th day of April, 1981, at 2:01 o'clock P.M., and recorded in book/reel/volume No. M81 on page 6772, or as document/fee/file/instrument/microfilm No. 98411. Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn County Clerk
By *Debra A. Jantz* Deputy

Fee \$7.00