

TC

1388

AGREEMENT FOR EASEMENT

Vol. 1781 Page 11586



THIS AGREEMENT, Made and entered into this 22nd day of June, 1981,
by and between George D. Sherman
hereinafter called the first party, and Russell O. Palmer
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:

Lot 3 in Block 1, TRACT 1118, according to the official plat thereof on file in
the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM
that portion described as follows:

Beginning at the Southeast corner of Lot 3; thence North 89°55'37" West, 355.35
feet; thence North 50°06'19" West, 706.16 feet to the Southwest corner of Lot 6
of said Block 1; thence East 897.43 feet to the Northeast corner of said Lot 3;
thence South 453.37 feet to the point of beginning.

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 non exclusive easement for ingress and egress over the South 30 feet of the
West 30 feet of the herein 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 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:

the second party will fence the easement on the North side and will put up a
gate on the East side.

700

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:

...the center line of said easement...
...and second party's right of way shall be parallel with said center line and not more than NONE 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.

George D. Sherman

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

June 22, 1981

Personally appeared the above named

George D. Sherman

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 5-6-84

STATE OF OREGON, County of

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)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Rosal Palmer
5227 Alhazama Dr
City

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 26th day of June, 1981, at 2:13 o'clock P.M., and recorded in book/reel/volume No. M81 on page 11586 or as document/fee/file/instrument/microfilm No. 1388 of said County.

Witness my hand and seal of

County affixed.

Evelyn Biehn County Clerk

By *Demetha K. Ketch* Deputy