

FORM No. 526 - GENERAL EASEMENT

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11676

AGREEMENT FOR EASEMENT

Vol. M82 Page 5560  
Vol. M82 Page 5572  
May 1982

THIS AGREEMENT, Made and entered into this 3 day of January, 1982,  
by and between Paul E. Fox and Gladys H. Fox, husband and wife,  
hereinafter called the first party, and Gene Rector and Darl A. Rector, husband and wife, their  
heirs and assigns, 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 N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 12, Township 40 South, Range 13, E.W.M., Klamath County,  
Oregon, along with other property adjacent thereto not subject to this Agreement.

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 Twenty (20) foot  
Easement for Drain Ditch, as presently located and constructed, over and across the  
N $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 12, Township 40 South, Range 13, E.W.M.; said Ditch being  
Southerly of, and parallel with, the North line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ .

(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:

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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 on the East line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ , 30 feet Southerly of the Northeast corner thereof; thence West, parallel with and 30 feet Southerly of the North line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ , to its confluence with a natural stream commonly known as "Cys Branch" at, or near, the Northwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ ,

and second party's right of way shall be parallel with said center line and not more than ten (10) 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.

x Paul E. Fox  
x Gladys H. Fox

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

January 3, 1982

Personally appeared the above named

Paul E. Fox and Gladys H. Fox

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

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires: Feb 3, 1983

STATE OF OREGON, County of ss.

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

Aspell & Nelson-Rose

1225057

K. Falls OR

97601

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 4 day of May, 1982, at 2:57 o'clock P. M., and recorded in book M82 on page 5560 or as file/reel number 11480. Record of of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

Recording Officer

By Joya McClure Deputy

Fee \$8.00

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the -6 day of May A.D., 1982 at 2:42 o'clock p M, and duly recorded in Vol M82, of Deeds on page 5560.

Rerecorded to correct the lack of not typing in proper Book.

EVELYN BIEHN COUNTY CLERK

Fee \$ NO Fee

by Joya McClure Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the

11 day of May A.D., 1982 at 2:19 o'clock p M., and duly recorded in

Vol M 82, of Deeds on page 5872.  
RERECORDED TO CORRECT PAGE NUMBER

Fee \$ NO Fee

EVELYN BIEHN

COUNTY CLERK

By Joya McClure deputy