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18183

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 29th day of October, 1982, by and between EMIL KENNETH EMBREY and SHARON LEE EMBREY, husband and wife hereinafter called the first party, and J. CLAUDE BOWDEN, 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: Commencing at the $\frac{1}{2}$ corner common to Sections 29 and 30, T. 39 S. R. 10 E.W.M., Klamath County, Oregon; thence S $0^{\circ} 18' 51''$ W along the East boundary of Section 30, 883.90 feet; thence S $89^{\circ} 22' 40''$ W. 30.00 feet to the West boundary of Reeder Road and the point of beginning; thence S $88^{\circ} 52' 20''$ W., approximately 1305 feet to the Quarter Section line running North and South, thence South $30'$ thence North $88^{\circ} 52' 20''$ E. 1305 feet more or less to the west line of Reeder Road; thence North 30 feet to the point of beginning.

and has the unrestricted right to grant the easement herein ^{above} described ~~relative to section 29 and 30~~
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 perpetual nonexclusive easement for ingress and egress being 30 feet in width.

(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~~ be perpetual, always subject, however, to the following specific conditions, restrictions and considerations: None

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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:

(see full description of easement on the reverse hereof)

and second party's right of way shall be ~~parallel with said center line and~~ not more than 30 feet distant from either side thereof wide.

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.

Emil Kenneth Embrey
EMIL KENNETH EMBREY
Sharon Lee Embrey
SHARON LEE EMBREY

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

(ORS 93.490) STATE OF OREGON, County of _____) ss.

STATE OF OREGON, } ss.
County of Klamath, 1982
Personally appeared the above named Emil Kenneth Embrey & Sharon Lee Embrey
and acknowledged the foregoing instrument to be their voluntary act and deed.

Personally appeared _____, 19____, 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 _____, 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:
(OFFICIAL SEAL) *[Signature]*
Notary Public for Oregon
My commission expires: 10/11/86

Notary Public for Oregon
My commission expires: _____

(OFFICIAL SEAL)

AGREEMENT
FOR EASEMENT
BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO
Claude Towden
1551 W. Clellan
K. J. [Signature]

STATE OF OREGON, } ss.
County of Klamath
I certify that the within instrument was received for record on the 9 day of Dec., 1982, at 11:21 o'clock A.M., and recorded in book/reel/volume No. M82 on page 17446 or as document/fee/file/instrument/microfilm No. 18183.
Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn County Clerk
By *[Signature]* Deputy
Fee \$8.00