

TC

32535

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 24 day of August, 1983,  
by and between Roger I. Helliwell and Dorothy J. Helliwell, husband and wife,  
hereinafter called the first party, and E.O. Morris and Irvadell Morris, husband and wife,  
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 North half of the East half of the Southeast quarter of the Northwest  
quarter of Section 13, Township 23 South, Range 9 East of the Willamette  
Meridian, Klamath County, Oregon, containing 10 acres, more or less.

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, appurtenant to the land 30 feet in width,  
beginning at the Southeast corner and running to the Northeast  
corner along the East line of the 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 indefinitely, 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: 786

15 feet from the East line of said described property.

and second party's right of way shall be parallel with said center line and not more than 15 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.

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

STATE OF OREGON,

County of Douglas } ss.  
August 24, 1983, 19

Personally appeared the above named

Roger I. and Dorothy J. Helliwell  
and acknowledged the foregoing instrument to be  
their voluntary act and deed.

(OFFICIAL  
SEAL)

Before me,

Notary Public for Oregon

My commission expires: 6-18-87

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared

and  
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

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

Roger I. & Dorothy J. Helliwell

AND

E.O. & Ivadell Morris

AFTER RECORDING RETURN TO

E.O. & Ivadell Morris

c/o LaPine Realty

P.O. Box 377

LaPine, OR. 97739.

STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
16th day of January, 1984,  
at 11:19 o'clock A.M., and recorded  
in book M84 on page 785 or as  
file/reel number 32535  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk

Recording Officer

By Deputy

Fee: \$8.00