

32537

MTA-1396
AGREEMENT FOR EASEMENT

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204
Vol. 1284 Page 789

THIS AGREEMENT, Made and entered into this 29 day of August, 1983, by and between Edward Grant Simpson and Mary Brayton Simpson, husband and wife hereinafter called the first party, and Ibadell Morris and E. O. 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 South $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$, of Section 13, T 23 S, R 9 E, W.M.. Oregon, comprising the area enclosed by 165 feet along the East boundary of said property, northerly from the Southeast corner of said property, then 658 feet westerly and parallel to the south boundary of said property to the west boundary of said property, thence southerly 165 feet along the west boundary of said property to the southwest corner of said property, thence easterly 658.78 ft. along the south boundary of said property to the point of beginning, and containing 2 $\frac{1}{4}$ 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 acknowledged 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 said 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 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 indefinitely, always subject, however, to the following specific conditions, restrictions and considerations:
none

3001 (7/82) (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On AUGUST 29, 1983

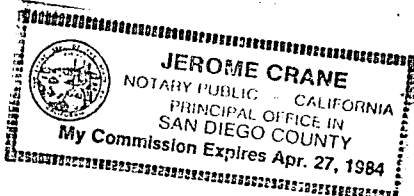
ss. before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD GRANT SIMPSON AND MARY BRAYTON SIMPSON

Edward Grant Simpson
Mary Brayton Simpson

personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

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:

15 feet from the East line of said 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.

Edward Grant
Mary Brayton Simpson

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

(ORS 93.490)

STATE OF OREGON,
County of _____ ss.
_____, 19____
Personally appeared the above named _____
and acknowledged the foregoing instrument to be _____
voluntary act and deed.

STATE OF OREGON, County of _____ ss.
_____, 19____
Personally appeared _____ 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 _____

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.

(OFFICIAL SEAL)

Before me:
SEE ATTACHED JURAT
DATED AUGUST 29, 1985
Notary Public for Oregon
My commission expires: _____

Notary Public for Oregon
My commission expires: _____ (OFFICIAL SEAL)

AGREEMENT
FOR EASEMENT

BETWEEN

Edward Grant & Mary Brayton
Simpson

AND

E. O. & Ivadell Morris

AFTER RECORDING RETURN TO

E. O. & Ivadell Morris
c/o La Pine Realty
P. O. Box 377
La Pine, Or. 97739

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument 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 789 or as file reel number 32537

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