

TC

32539

WTC 1396
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 9 day of September, 1983,
by and between E.O. Morris & Ivadell Morris, husband and wife
hereinafter called the first party, and Edward Grant Simpson and Mary Brayton Simpson,
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 Northeast quarter of the Northeast quarter of the Northwest quarter, less
the South 165 feet, Section 13, Township 23 South, Range 9, East of the Willamette
Meridian, Klamath County, Oregon.
As of this Date Tax Map 2309-1300, Tax Lot 4300.

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

An exclusive easement 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 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:

15 feet from 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.

Erwin O. Morris

Ivadell Morris

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

TEXAS

(ORS 93.490)

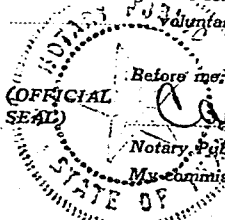
STATE OF ~~Oregon~~

County of VAL VERDE

September 9, 1983

Personally appeared the above named Erwin O. Morris & Ivadell Morris

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



Before me: Carlota Lopez

Notary Public for State of Texas

My commission expires: 4/16/86

STATE OF OREGON, County of) ss.

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

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

E.O. and Ivadell Morris

AND

Edward Grant & Mary Brayton Simpson

AFTER RECORDING RETURN TO

Mr. & Mrs. Edward Simpson
9755 Blackgold Rd.
La Jolla, CA. 92037

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 16th day of January, 1984, at 11:20 o'clock AM., and recorded in book M84 on page 793 or as file/reel number 32539. 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