

36083

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 2nd day of April, 1984,
by and between ROLAND A. BOYD and TERI A. BOYD, husband and wife.....
hereinafter called the first party, and HENRY J. CALDWELL, JR. and DEBORAH L. CALDWELL,
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:

SEE ATTACHED EXHIBIT "A"

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

An easement for the existing fence and garage together with ingress and egress thereto, which encroaches over the Easterly boundary of the above described property. Said easement is appurtenant to the real property described in Exhibit "B" attached hereto.

(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 perpetuity*, always subject, however, to the following specific conditions, restrictions and considerations:

*The easement shall continue for as long as the said fence and garage shall exist.

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 ATTACHED EXHIBIT "C"

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

Henry J. Caldwell, Jr.
Henry J. Caldwell, Jr.

Deborah L. Caldwell
Deborah L. Caldwell
(Ors 93.490)

Roland A. Boyd
Roland A. Boyd

Teri A. Boyd
Teri A. Boyd

STATE OF OREGON,

County of Klamath

Personally appeared the above named April 2nd, 19 84

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

NOTARY PUBLIC
Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 3-2-88

STATE OF OREGON, County of _____, 19 _____ 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

(OFFICIAL SEAL)

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 19th day of April, 19 84, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Henry J. Caldwell and Deborah L. Caldwell, husband and wife.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

After Recording Return To:
Mountain Title Company, Inc.
407 Main Street
Klamath Falls, Oregon 97601

B. Jean Phillips
Notary Public for Oregon.
My Commission expires 3-2-88

Roland A. Boyd and Teri A. Boyd, husband and wife, are the owners of the real property situate in Klamath County, Oregon, described in Deed recorded in Volume M83, page 10477, Microfilm Records of Klamath County, Oregon, (hereinafter called "Boyd Property"), adjoining the subject property to the West and being more particularly described as follows:

That portion of Lots 1 and 3 and the irrigation ditch right of way formerly thereon of Block 1, as shown on the Plat of Re-Subdivision of Blocks 2B and 3 of HOMEDALE, in the County of Klamath, State of Oregon, which lies Northwesterly of premises described in Deed from Oakley O. Schaeffer, et ux, to Joe P. Fury, et ux, dated November 14, 1947, recorded November 25, 1947 in Deed Volume 214, page 191, Deed Records of Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 3; thence South $0^{\circ} 17'$ West along the boundary line common to Lot 3 and Lot 4, 386.0 feet, more or less to the Southwest corner of Lot 3; thence along the South boundary of Lot 3 a distance of 76.3 feet to the Southwest corner of the Fury premises hereinbefore referred to; thence North $7^{\circ} 44'$ East along Westerly line of said Fury premises, 357.1 feet, more or less, to an iron pin on the North line of said Lot 1; thence Northwesterly along the Northerly line of Lots 1 and 3, 130.6 feet, more or less, to the point of beginning.

EXHIBIT "B"

Caldwells are the owner of the following described real property (hereinafter called "Subject Property") situate in Klamath County, Oregon, described in Deed Volume M83, page 17593, Microfilm Records of Klamath County, Oregon, to wit:

The following described real property situate in Klamath County, Oregon: Beginning at an iron pin on the North line of Lot 1, Block 1, which lies North $66^{\circ} 42'$ West along the North line of Lot 1, Block 1, a distance of 154.3 feet from the iron pipe which marks the Northeasterly corner of Lot 1, Block 1 of Re-Subdivision of Blocks 2B and 3 of Homedale in the E $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South $7^{\circ} 12'$ West a distance of 346.3 feet to an iron pin which lies on the North line of Leland Drive; thence North $75^{\circ} 10'$ West along the North line of Leland Drive (which is also the South line of Lot 3, Block 1) a distance of 77.1 feet to an iron pin, which lies South $75^{\circ} 10'$ East a distance of 76.3 feet from the Southwest corner of Lot 3, Block 1; thence North $7^{\circ} 44'$ East a distance of 357.1 feet to an iron pin on the North line of Lot 1, Block 1; thence South $66^{\circ} 42'$ East along the North line of Lot 1 Block 1, a distance of 76 feet, more or less to the point of beginning, and being portions of Lots 1, 2, and 3 and the irrigation ditch right of way of Block 1 as shown on the plat of re-subdivision of Blocks 2B and 3 of Homedale in the E $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

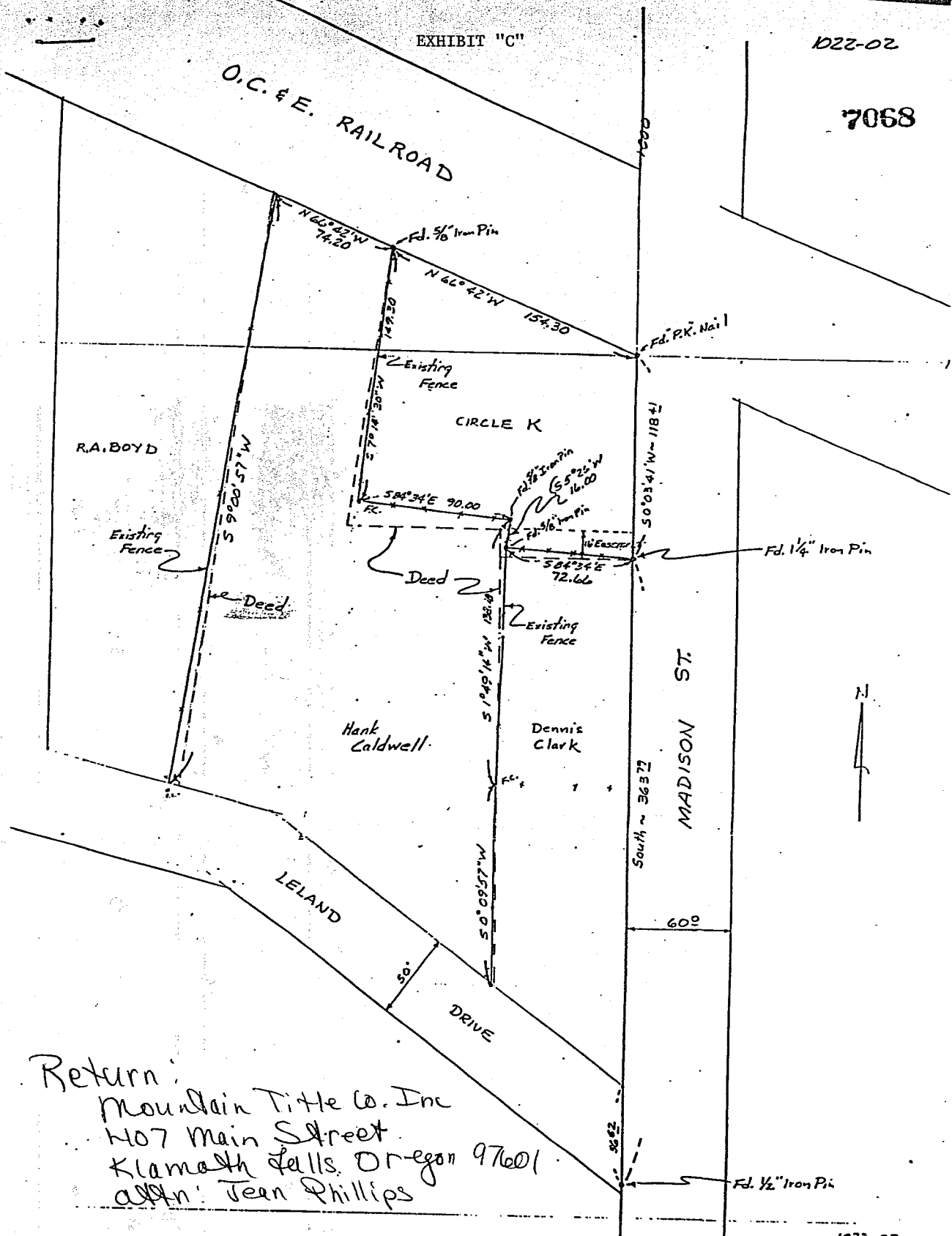
ALSO, Beginning at the most Southerly corner of Lot 3, Block 1 of Re-Subdivision of Blocks 2B and 3 of Homedale, a subdivision of Klamath County, Oregon; thence North $75^{\circ} 10'$ West 20.6 feet to the Southeasterly corner of that parcel of land deeded by Oakley O. and Ruth N. Schaeffer to Joe Fury, the Deed of which is recorded in Klamath County Deed Records, Volume 214, page 191; thence North $7^{\circ} 12'$ East along the Easterly line of said parcel of land mentioned above a distance of 346.3 feet to the Northeasterly line of Lot 1 of said Block 1; thence South $66^{\circ} 42'$ East along the Northeasterly line of said Lot 1 a distance of 154.3 feet to the Northeasterly corner of said Lot 1; thence South along the East line of said Lot 1 a distance of 118.2 feet to the Northeast corner of a parcel of land described in Deed recorded in Klamath County Deed Records Volume 202, page 241; thence West 76.3 feet; thence South 256.3 feet to the Northeasterly line of Leland Drive; recorded on the plat of Homedale as Third Avenue; thence North $52^{\circ} 38'$ West 55 feet; thence North $36^{\circ} 36'$ West 53.5 feet, more or less to the point of beginning, being portions of Lots 1, 2 and 3, Block 1 of the Subdivision of Blocks 2B and 3 of Homedale, saving and excepting portions of ditch rights of way belonging to the Enterprise Irrigation District, mentioned in Deed Records Volume 178, page 371.

EXCEPTING THEREFROM that portion conveyed to Gordon R. Sellars and Karen S. Sellars, husband and wife by instrument dated February 29, 1972 and recorded March 1, 1972 in Volume M72, page 2145, Microfilm Records of Klamath County, Oregon, to wit:

A tract of land described as follows: Beginning at an iron pin on the East line of Lot 1 which lies South along the East line of Lot 1 a distance of 118.2 feet from the iron pin which marks the Northeasterly corner of Lot 1, Block 1 of Resubdivision of Blocks 2B and 3 of Homedale; thence North 118.2 feet to the Northeasterly corner of Lot 1; thence Northwesterly along the Southerly line of the O.C.&E. Railroad right of way a distance of 154.3 feet; thence Southwesterly to a point that is 168.9 feet from the point of beginning; thence East 168.9 feet to the point of beginning, EXCEPTING THEREFROM the Southwest 90 feet by 16 feet along the South line of the above described property.

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O.C. & E. RAILROAD



Return:
 Mountain Title Co. Inc
 407 Main Street
 Klamath Falls Oregon 97601
 attn: Jean Phillips

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for
 record on the 27th day of April A.D., 19 84 at 3:45 o'clock P M,
 and duly recorded in Vol M84, of Deeds on page 7064.

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy

Fee: \$ 20.00