

TC
36432

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 14 day of September, 1983,
by and between JOSEPH F. TEIXEIRA & AUDREY A. TEIXEIRA
hereinafter called the first party, and CHESTER V. BEERS
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:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 11 EAST
OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING
AT A POINT LOCATED 990 FEET SOUTH AND 873 FEET WEST FROM THE EAST QUARTER CORNER
OF SAID SECTION 26; THENCE WEST 873 FEET TO A POINT; THENCE SOUTH 990 FEET, TO A
POINT; THENCE EAST 873 FEET TO A POINT; THENCE NORTH 990 FEET, TO THE POINT OF
BEGINNING.

TOGETHER WITH THE RIGHT OF WAY FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THAT
EXISTING ROAD, WHICH IS APPARENT UPON THE GROUND, TO THE POINT OF INTERSECTION WITH
THE SPRAGUE RIVER HIGHWAY, A KLAMATH COUNTY ROAD.

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

FOR INGRESS and egress to the ROAD to the
PROPERTY OF :

Chester V. Beers

S 1/2 E 1/2 SW 1/4

Sec 26 TWP 36 Range 11

PLOT 8208

40 acres

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

THE ABOVE DESCRIBED EASEMENT CONVEYANCE SHALL BE CONTINUALLY SHARED BY THE 2ND PARTY
TO THE LEGAL EXTENT OF 1ST PARTY'S INTEREST IN SAID PROPERTY, WITHOUT ANY LIABILITY
TO 1ST PARTY WHATSOEVER.

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: EASEMENT DESCRIBED AS FOLLOWS:

THE RIGHT OF WAY FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THAT EXISTING ROAD, WHICH IS APPARENT UPON THE GROUND, TO THE POINT OF INTERSECTION WITH THE SPRAGUE RIVER HIGHWAY, A KLAMATH COUNTY ROAD.

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.

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.

* *Corday A. Teruya*
Joseph F. Teruya

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

STATE OF OREGON, .

County of Deschutes } ss.
November 14, 1983.

Personally appeared, the above named

Corday A. Teruya & Joseph F. Teruya
and acknowledged the foregoing instrument to be
this voluntary act and deed.

(OFFICIAL SEAL)

Before me:

William Helton
Notary Public for Oregon
My commission expires: 7/16/84

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

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 _____

_____ 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

AND

AFTER RECORDING RETURN TO

Gary L. Hillman, Attorney
325 Main St
KEO 97601

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$8.00

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the
8th day of May, 1984,
at 4:31 o'clock P.M., and recorded
in book/reel/volume No. M84 on
page 7698 or as document/fee file/
instrument/microfilm No. 36432,
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.
Evelyn Biehn, County Clerk
NAME _____ TITLE _____
By *Wm Smith* Deputy