

TC 43109

Asperm-28043
AGREEMENT FOR EASEMENT

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THIS AGREEMENT Made and entered into this 10 day of SEPTEMBER, 19 84,
by and between GERALD H. MADDAX AND GINGER L. MADDAX
hereinafter called the first party, and DOUGLAS R. PHILLIPS AND SHARON C. PHILLIPS
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: S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 16 T35S R13EWM

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 PERMANENT NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER
THE EXISTING ACCESS ROAD THROUGH THE S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 16 T35S R13EWM FOR
THE USE AND BENEFIT OF THE N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 16 T35S R13EWM

(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.

RECORDED IN THE CLERK'S OFFICE OF THE COUNTY OF KLAMATH, OREGON, ON SEPTEMBER 10, 1984, AT 10:00 AM.

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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:

OVER THE EXISTING ROAD WHICH EXTENDS NORTHERLY AND SOUTHERLY THROUGH SUBJECT PROPERTY

and second party's right of way shall be parallel with said center line and not more than TEN (10) 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.

Gerald H. Maden
Ginger L. Maden

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

(ORS 93.490)

STATE OF OREGON, WA.

County of Pierce } ss.

Personally appeared the above named

Gerald H. Maden and Ginger L. Maden
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Yvonne A. Biehn
Notary Public for Oregon WA.

My commission expires: June 1, 1987

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____, 19____ 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

AND

AFTER RECORDING RETURN TO

RETURN TO:
ASPEN TITLE
600 Main Street
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 13th day of November, 1984, at 10:43 o'clock A.M., and recorded in book/reel/volume No. M84 on page 19158 or as document/fee/file/instrument/microfilm No. 43109, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Pam Smith, Deputy

Fee: \$8.00 Index: \$1.00