

54550

AGREEMENT FOR EASEMENT

Vol. M85 Page 17012

THIS AGREEMENT, Made and entered into this day of October, 19 84
 by and between EARL E. EVANSEN and LUPE EVANSEN, husband and wife,
 hereinafter called the first party, and ROBERT METZGER, JAMES DAHM, EUNICE DAHM and RICHARD
DAHM, doing business hereinafter called the second party;
 as WHISKEY CREEK TIMBER COMPANY, with its office at... an Oregon limited Partnership,

WHEREAS: The first party is the record owner of the following described real estate in Klamath
County, State of Oregon, to-wit:

E 1/2 NE 1/4 lying southwesterly of Highway in Section 26,
 Township 36, SR 11 E.W.M.

RECORDED
 NOV 1 1984

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 perpetual, non-exclusive easement thirty (30) feet in width between points "A" and "B" on Exhibit 1, which is attached hereto and by this reference incorporated herein. The easement granted is to allow the second party, his successors, heirs and assigns to achieve actual roadway access to the following described real property:

E 1/2 NW 1/4 and W 1/2 NE 1/4 of Section 35, Township 36 S.R. 11
 E.W.M.

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

The specific conditions and restrictions to which this easement is subject are specifically set forth in that certain "Stipulated Settlement" agreement made between the first party and the second party and filed with the Klamath County Circuit Court in Case No. 81-718-2.

17012

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 12 100 58

OK
 13.00

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:

The centerline of the easement granted is more fully described by the drawing marked "Exhibit A" attached hereto and by this reference incorporated herein.

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. The second party's right of way shall not be more than 30 feet in width.

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.

Earl E. Evansen
Earl E. Evansen
Lupe Evansen
Lupe Evansen

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

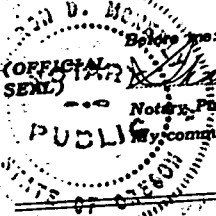
(ORS 93.490)

STATE OF OREGON,

County of Klamath
November 8, 1984

Personally appeared the above named
Earl E. Evansen and Lupe Evansen
and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:
James H. McNelly
Notary Public for Oregon
My commission expires: 11-3-86



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
_____, 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

Dave L. Holland
325 1/2 Main St.
KFO

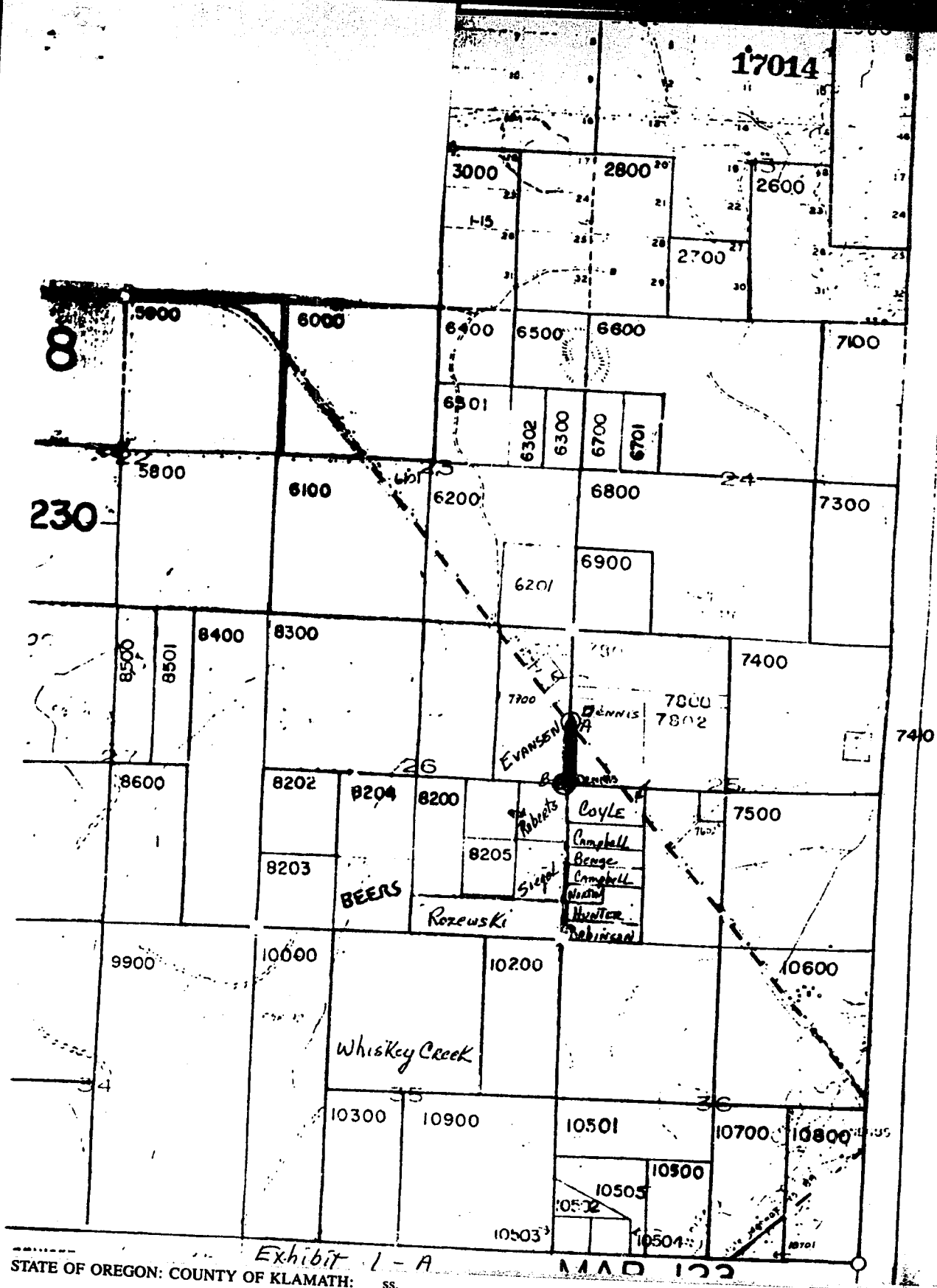
SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of _____

I certify that the within instrument was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as document/fee/file/
instrument/microfilm No. _____
Record of _____
of said County.

Witness my hand and seal of
County affixed.

By _____ NAME _____
Deputy



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
 of October A.D., 19 85 at 8:58 o'clock A M., and duly recorded in Vol. M85 day
 of _____ Deeds on Page 17012

FEE \$13.00

Evelyn Biehn
 By _____

County Clerk

Phyllis Smith