

54551

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 84,  
by and between HAROLD J. DENNIS, JR., and JOANN DENNIS, husband and wife,  
hereinafter called the first party, and ROBERT METZER, JAMES DAHM, EUNICE DAHM and RICHARD  
DAHM, doing business, hereinafter called the second party;  
as WHISKEY CREEK TIMBER COMPANY, "WITNESSETH": an Oregon limited Partnership,  
Klamath  
County, State of Oregon, to-wit:

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

SW 1/4 of the NW 1/4 also S 1/2 S 1/2 of S 1/2 of NW 1/4  
of NW 1/4, Section 25, Township 36 South, Range 11, East  
Willamette Meridian, less railroad.

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 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.

\*\* The easement granted is over and across the existing roadway along  
the westerly boundary of first party's 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 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.

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OK  
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17016

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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:

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.

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

(ORS 93.490)

STATE OF OREGON, County of

) ss.

STATE OF CALIFORNIA

COUNTY OF

Los Angeles } ss.

On this 29th day of March, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Harold J. Dennis, Jr.  
and Soann Dennis

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

Signature

Alice Francis  
Alice Francis

Name (Typed or Printed)  
Notary Public in and for said County and State



STATE OF OREGON,

County of

) ss.

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.

NAME

TITLE

By Deputy

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

Darryl L. Hedlund  
325 MAIN  
KFO

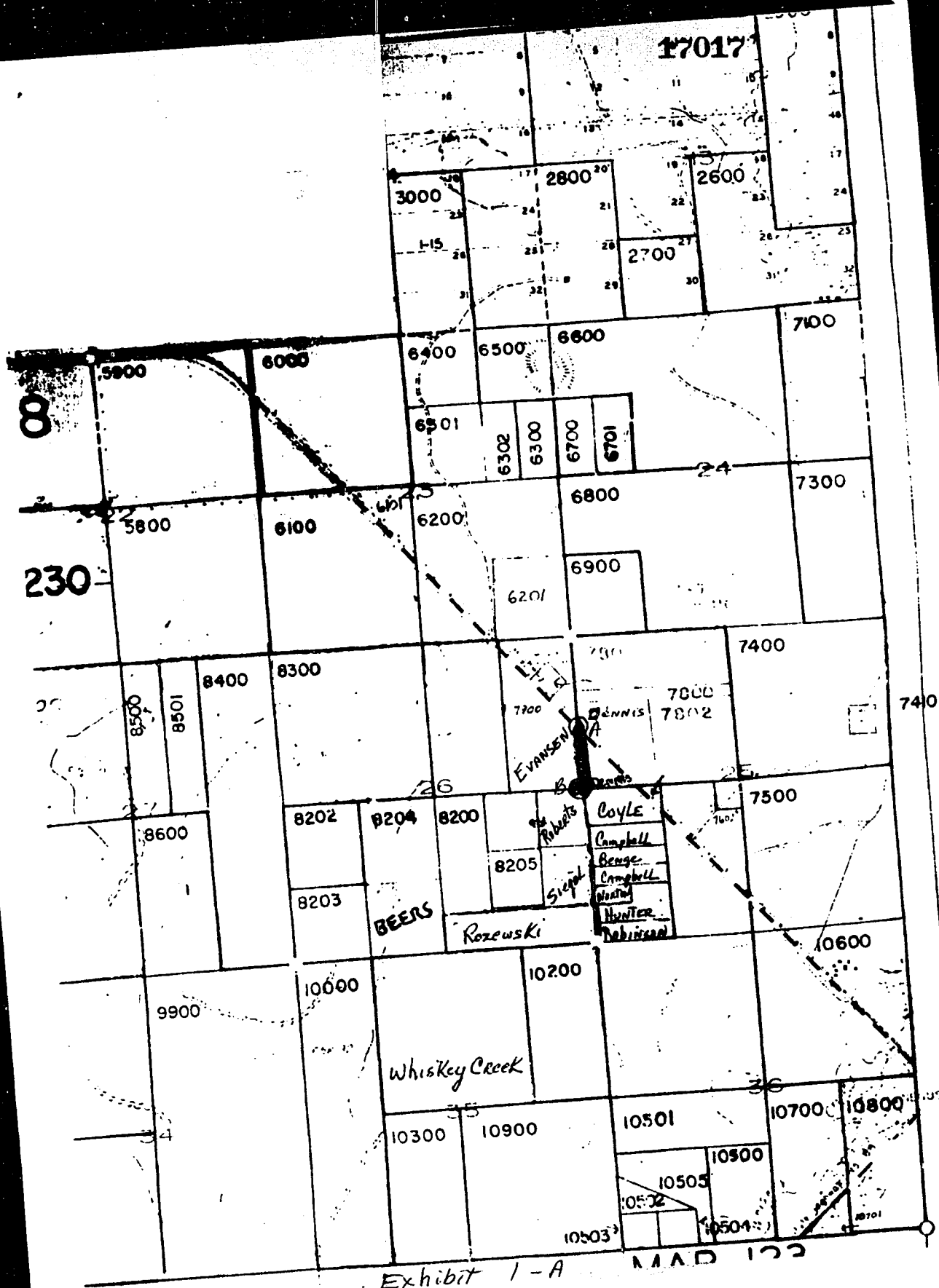
CHICAGO TITLE INSURANCE COMPANY

INDIVIDUAL

Staple

Staple

1-117 REV 1/83 MAINE



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 21st day  
 of \_\_\_\_\_ A.D., 19 35 at 8:58 o'clock \_\_\_\_\_ A.M., and duly recorded in Vol M85  
 of \_\_\_\_\_ Deeds on Page 17015

Evelyn Biehni.  
 By \_\_\_\_\_

County Clerk

*Pat Smith*

FEE \$13.00