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AGREEMENT FOR EASEMENT Vol. 1875 Page 18720

THIS AGREEMENT, Made and entered into this _____ day of October, 1984, by and between HAROLD J. DENNIS, JR., and JOANN DENNIS, husband and wife, hereinafter called the first party, and JOSEPH C. ROZEWSKI and MARIA ROZEWSKI, husband and wife, hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath 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.

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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:

S 1/2 S 1/2 SE 1/4 of Section 26, Township 36 South, Range 11, East of the Willamette Meridian, Klamath County, Oregon.

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

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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AGREEMENT FOR EASEMENT
 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)

Harold J. Dennis Jr.

Joann Dennis

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

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

Harold J. Dennis Jr.
and Joann Dennis

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who whose name s 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



CHICAGO TITLE INSURANCE COMPANY
 INDIVIDUAL

1-117 REV. 1/83 MAINE

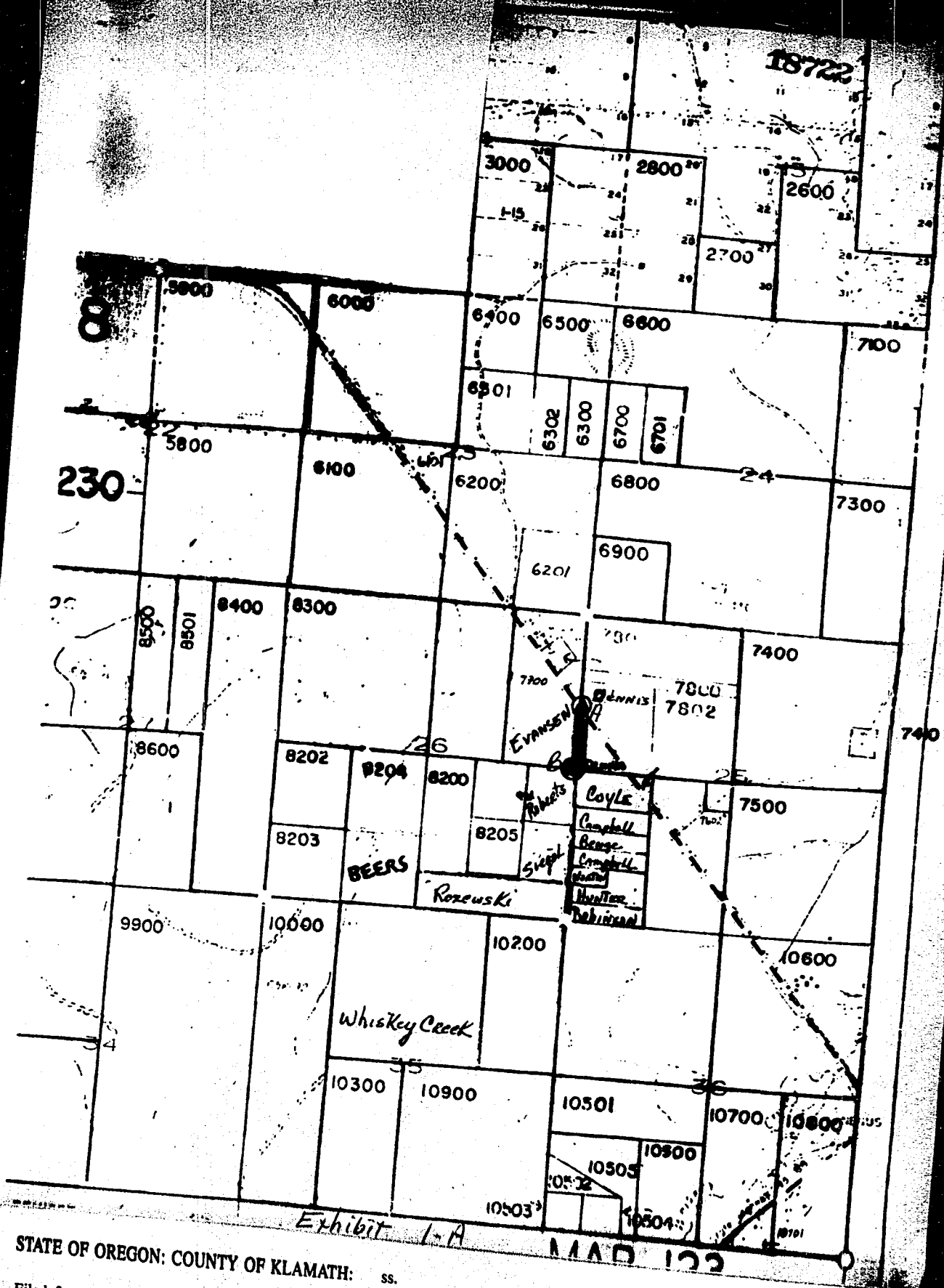
FOR NOTARY SEAL OR STAMP

at o'clock M., and recorded in book/reel/volume No. on page or as document/lec/file/instrument/microfilm No.

Record of of said County. Witness my hand and seal of County affixed.

NAME TITLE
 By Deputy

1-117 REV. 1/83 MAINE
 AND
 TO WHICH THIS INSTRUMENT IS REFERRED
 AFTER RECORDING RETURN TO:
Gary L. Hedlund
325 Main St
NFO



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
 of November A.D., 19 85 at 9:24 o'clock A M., and duly recorded in Vol. M85 day
 of Deeds on Page 18720

FEE \$13.00

Evelyn Biehn, County Clerk
 By Pam Smith