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AGREEMENT FOR EASEMENT

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Vol. 1485 Page 18723

THIS AGREEMENT, Made and entered into this 10 day of October, 1984,
by and between EARL E. EVANSEN and LUPE EVANSEN, 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:

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

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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 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 in-
corporated 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.

(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
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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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.

The easement described above shall continue for a term of years and during which time the second party shall have the right to use the easement for the purpose of ingress and egress to and from the second party's property, and the 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

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the _____ day and year first hereinabove written.

THE FOLLOWING DECLARATION WAS MADE BY THE UNDERSIGNED, EARL E. EVANSEN, HIS SUCCESSORS, HEIRS AND ASSIGNS, TO WIT: LUPE EVANSEN, AND CU EXEMPTED FROM THE PAYMENT OF TAXES, IN THE STATE OF OREGON, COUNTY OF KLAMATH, ON NOVEMBER 8, 1934, PERSONALLY APPEARED THE ABOVE NAMED EARL E. EVANSEN AND LUPE EVANSEN, EACH FOR HIMSELF AND NOT ONE FOR THE OTHER, DID SAY THAT THE FORMER IS THE PRESIDENT AND THAT THE LATTER IS THE SECRETARY.

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

DOMESTIC 38' 28" IT 11:11

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CONFIDENTIAL - U.S. GOVERNMENT PRINTING OFFICE

MEMBER 2: **AND** 1944 BOMBA 12 1944 1950

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AFTER RECORDING RETURN TO WASH DC

Harry H. ...

222Ja KFD

STATE OF OREGON.

County of _____

 $\{SS$

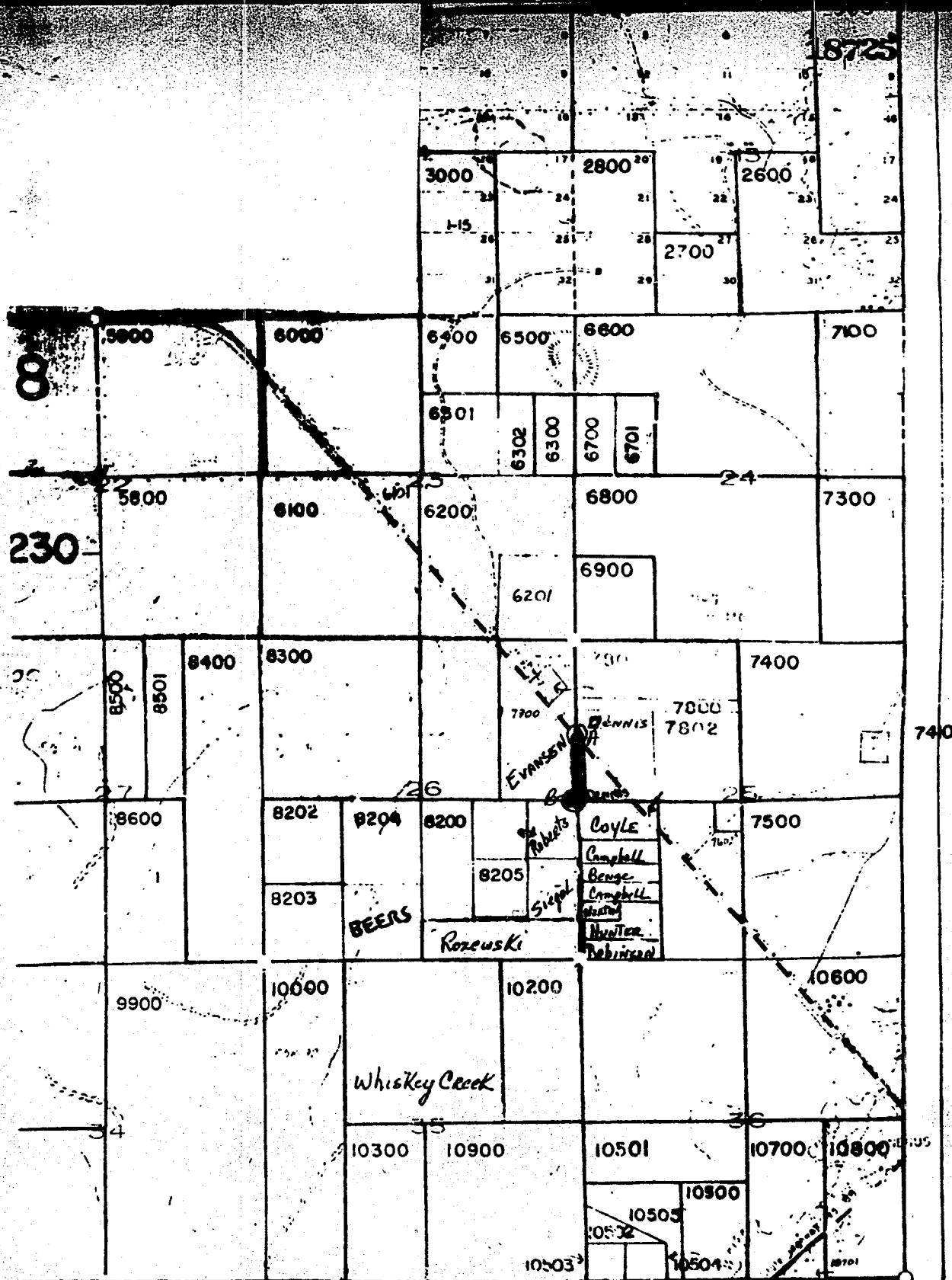
I certify that the within instrument was received for record on the _____ day of _____ 19____

at o'clock M., and recorded
in book/reel/volume No. 1000000 on
page or as document/tee/file/
instrument/microfilm No.

~~Record of
of said County.~~

Witness my hand and seal of
County affixed.

NAME **BOUE** **78553** TITLE
By _____ Deputy



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 19th day
 of November A.D., 19 85 at 9:24 o'clock A.M., and duly recorded in Vol. M85
 of _____ Deeds on Page 18723

FEE \$13.00

Evelyn Biehn
 By _____

County Clerk

Pat Smith