

56025

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this  
by and between EARL E. EVANSEN and LUPE EVANSEN, day of October, 19 84  
hereinafter called the first party, and CAROL L. BENGGE, 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.

'85 DEC 4 PM 2 31

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:

The S 1/2 of the S 1/2 of the NW 1/4 of the SW 1/4 of Section 25,  
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.

24  
13.00

19790

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

Lupe Evansen

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

(ORS 93.490)

STATE OF OREGON,  
Klamath

County of  
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.

NOTARY  
SEAL

Before me:

Sharon H. McNeely

Notary Public for Oregon

My commission expires: 11-3-86

STATE OF OREGON, County of

) ss.

Personally appeared

and

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

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

Dary Hedlund  
326 Main ST  
KFO

SPACE RESERVED  
FOR  
RECORDER'S USE

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.

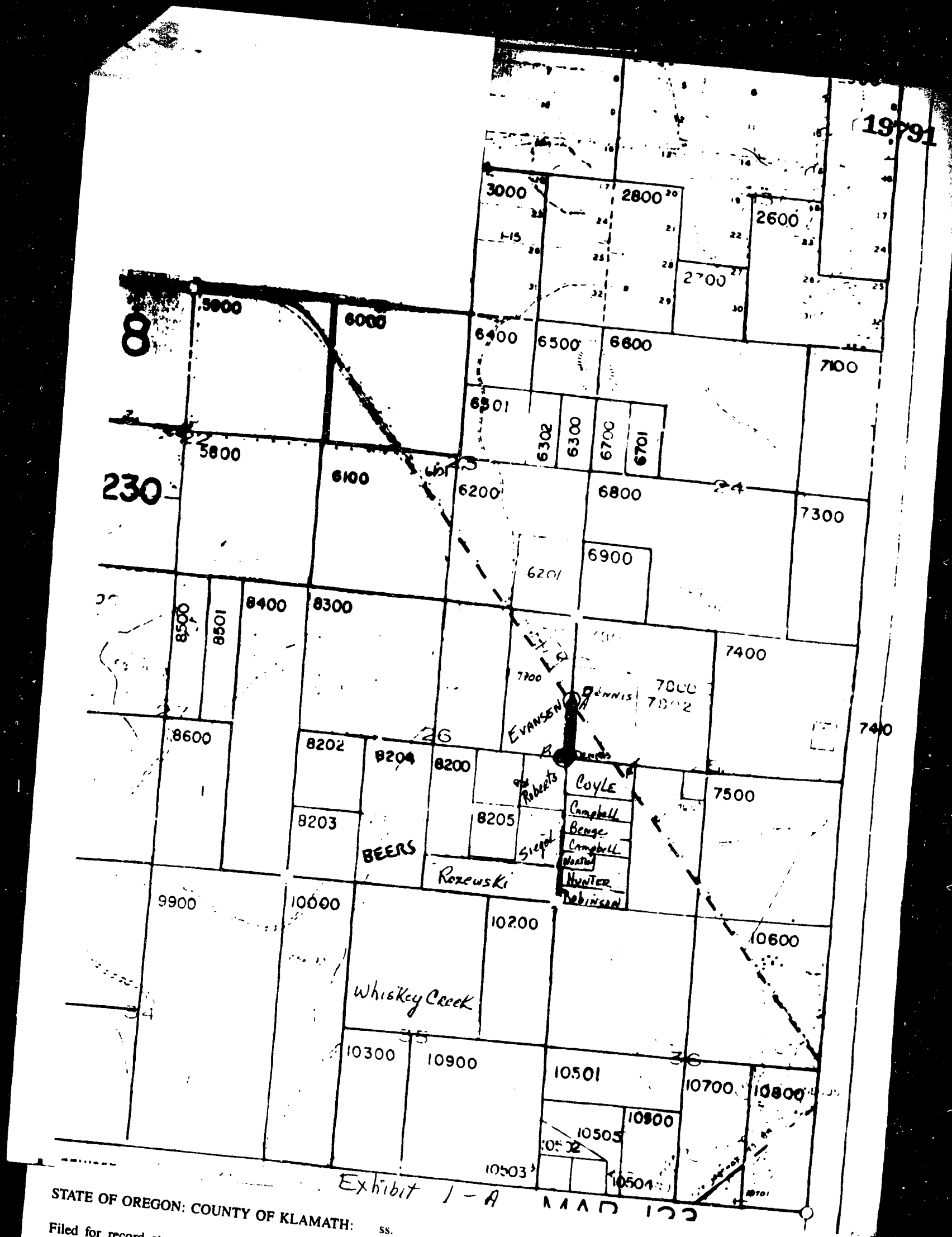
Witness my hand and seal of County affixed.

NAME

By

NAME

Deputy



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of  
of December

A.D., 19 85 at 2:31 o'clock P M., and duly recorded in Vol. 1725  
on Page 19789

FEE \$13.00

Evelyn Biehn,  
By

County Clerk

PAM Smith