

61098

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this day of October 19 84
 by and between HAROLD J. DENNIS, JR., and JO ANN DENNIS, husband and wife,
 hereinafter called the first party, and CHESTER V. BEERS
 hereinafter called the second party,

WITNESSETH:

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, NW 1/4, S 1/2, S 1/2, S 1/2, NW 1/4, 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 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:

The S 1/2 E 1/2 SW 1/4 of Section 26, Township 36, South, Range 11, East Willamette Meridian.

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, 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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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 center line 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.

Harold J. Dennis, Jr.
Jo Ann Dennis

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

STATE OF OREGON,

STATE OF OREGON, County of _____ ss.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On this 29th day of March, 1985, in the year _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold J. Dennis, Jr. and Jo Ann Dennis

(or proved to me on the basis of satisfactory evidence) to be the person whose name are 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



FOR NOTARY SEAL OR STAMP

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. I witness my hand and seal of _____ County affixed: _____

By _____ Deputy

CHICAGO TITLE INSURANCE COMPANY
INDIVIDUAL

Staple

Staple

