

63883

AGREEMENT FOR EASEMENT

Vol. 118 Page 12749

THIS AGREEMENT, Made and entered into this 21 day of July, 1986,
by and between John D. Atchley, hereinafter called the first party, and Ethel De Jorne,
hereinafter called the second party;

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

Lot 5700 located in SW 1/4, NW 1/4 Sec. 14,
T. 36 S, R. 10 E, W. M.

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

I John Atchley hereby (first party) assign
and set over to Ethel De Jorne (second party)
an easement 75 FT in length and 60 FT in
width and extending northwesterly into
the above described real estate.

(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 50 years, always subject,
however, to the following specific conditions, restrictions and considerations:

No specific conditions or restric-
tions

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: *Beginning at a point 40 ft. South of the N.E. Cor of lot 5700 located in the SW 1/4, NW 1/4, Sec. 14, T. 36 S, R. 10 E, W. M. and extending northward for 75 ft. to the east boundary of Good Flat Road and second party's right of way shall be parallel with said center line and not more than 30 feet distant from either side thereof.*

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.

John A. Atchley

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

(ORS 93.490)

STATE OF OREGON, }
County of Klamath } ss.
July 21, 19 86
Personally appeared the above named
John A. Atchley
and acknowledged the foregoing instrument to be
his voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 4/1/90

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____ and

_____, who, being duly sworn,
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

_____, a corporation,
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

John A. Atchley
Box 309
S. Eugene River, Ore 97637

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
21st day of July, 19 86.,
at 4:16 o'clock P.M., and recorded
in book/reel/volume No. M86 on
page 12749 or as document/fee/file/
instrument/microfilm No. 63883,
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By *Pam Smith* Deputy

Fee: \$9.00