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EGG: 28'00

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT Made and entered into this 17 day of March, 19 86,  
by and between Danny R. Allen and Cynthia L. Allen, Husband and wife,  
hereinafter called the first party, and Michael Thibodeaux and Carol Thibodeaux,  
Husband and Wife, hereinafter called the second party;

WITNESSETH:

Klamath

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

A tract of land situated in Government Lot 17 of Section 28, Township 35  
South, Range 7, East of the Willamette Meridian, Klamath County, Oregon,  
being more particularly described as follows:

Beginning at a  $\frac{1}{2}$  inch iron pin on the East line of the SE $\frac{1}{4}$  of said Section  
28, as established by Survey No. 146 of the Klamath County Surveyor's  
Records, said  $\frac{1}{2}$  inch iron pin being North 2038.92 feet from the Southeast  
corner of said Section 28, as established by said Survey No. 146; thence  
continuing North 186.08 feet to a  $\frac{1}{2}$  inch iron pin; thence West 660.16  
feet to a  $\frac{1}{2}$  inch iron pin on the Easterly line of that tract of land as  
described in Deed Volume m80 at Page 5100, as recorded in the Klamath  
County Deed Records; thence along said Easterly line, South 08° 42' 03"  
East, 188.25 feet to a  $\frac{1}{2}$  inch iron pin; thence East 631.38 feet to the  
point of beginning.

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

An easement for ingress and egress over the south 30 feet of the  
property described above.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Klamath, State of Oregon, this 17th day of March, 1986.

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

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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:

and second party's right of way shall be parallel with said center line and not more than ..... 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.

*Danny R. Allen*  
 Danny R. Allen  
*Cynthia L. Allen*  
 Cynthia L. Allen

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

July 23, 1986

Personally appeared the above named DANNY R. ALLEN & CYNTHIA L. ALLEN

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 11/16/87

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 ..... who, being duly sworn, 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

PTC

13190

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON, County of Klamath ) ss.

I certify that the within instrument was received for record on the 28th day of July, 1986, at 2:51 o'clock P.M., and recorded in book/reel/volume No. M86 on page 13189 or as document/fee/file/instrument/microfilm No. 64116, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Ron Smith, Deputy

Fee: \$9.00