

TC

72041

AGREEMENT FOR EASEMENT

Vol. 1487 Page 3575

THIS AGREEMENT, Made and entered into this 5th day of January, 1987, by and between A. Hilmon and Helen Faye Hill, Husband and wife, hereinafter called the first party, and Richard D. Templeton Jr. and Oweta E. Templeton husband and wife, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in _____
County, State of Oregon, to-wit: A parcel of land containing 0.12 acre, situate on the west side of
U.S. Highway 97 in the NW 1/4 of Section 31, T.24S., R.9E., W.M., Klamath County, Oregon, and more
particularly described as follows: COMMENCING AT A POINT, a 2 1/2" brass-capped steel pipe at the inter-
section of the North Line of Section 31 and the NW Line of U.S. Highway 97 and 50 feet from the centerline
thereof, from which the NW Corner of Section 31 bears N 89° 04' 28" W 847.46 feet: THENCE along the NW
line of said U.S. Highway 97, S 25° 16' 43" W 273.34 feet to the POINT OF BEGINNING, a #5 plastic-capped
steel rod set along the NW Line of U.S. Highway 97 and 50 feet from the centerline thereof; THENCE
continuing along said NW Line of U.S. Highway 97, S 25° 16' 43" W 29.75 feet to a point; THENCE along a line
at right angle to U.S. Highway 97, N 64° 43' 17" W 180.00 feet to a point; THENCE along a line parallel with
U.S. Highway 97, N 25° 16' 43" E 29.75 feet to a point, the original SW Corner of Tax Lot 3700; THENCE
along a line at right angle to U.S. Highway 97 and with the original S.W. Lines of Tax Lots 3700 and 3600,
S 56° 23' 17" E 180.00 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 acknowledged by the first party, they agree as follows:

A perpetual easement appurtenant for roadway purposes, providing access for ingress and egress to property owned by second party and adjacent to above described 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 in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

[illegible]

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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:
 5 feet from the southerly boundry of the herein described property belonging to the first party, which bears N 64° 43' 17" W, 180 feet from the NW line of US Hwy 97.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the

and year first hereinabove written.

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.

Helen Faye Hill
 A. Hilmon

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

STATE OF OREGON,
 County of Klamath
 January 5, 1987

STATE OF OREGON, County of Klamath) ss.
 January 5, 1987

Personally appeared the above named:

Personally appeared and said

and Helen Faye Hill

each for himself and not one for the other, did say that the former is the

and acknowledged the foregoing instrument to be

president and that the latter is the

Their voluntary act and deed.

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: 19-26-87

Notary Public for Oregon
 My commission expires: 19-26-87

OFFICIAL SEAL

OFFICIAL SEAL

AGREEMENT FOR EASEMENT

STATE OF OREGON, County of Klamath

BETWEEN

ss.

A. Hilmon and Helen Faye Hill

I certify that the within instrument was received for record on the

Richard D. Templeton Jr.

6th day of March, 1987,

OWETA E. Templeton

at 8:51 o'clock A.M., and recorded

in book/reel/volume No. M87

on page 3575 or as document/fee/file/

instrument/microfilm No. 72041

Record of Deeds

of said County.

Witness my hand and seal of

County affixed.

Evelyn Biehn, County Clerk

By: Ann Smith Deputy

NAME TITLE

Fee: \$9.00

RECORDED

AFTER RECORDING RETURN TO

RECORDED

MTA

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ASSOCI

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