

73914

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 27th day of March, 19 87, by and between Gary and Mary Williams hereinafter called the first party, and C. A. Morrison, hereinafter called the second party;

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

The West half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 30, Township 39, S. Range 8, E. of the Willamette Meridian, Klamath County, State of Oregon.

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 30' wide easement through the above described parcel. For purposes of ingress and egress, described below:

(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 ~~forever~~ \_\_\_\_\_, always subject, however, to the following specific conditions, restrictions and considerations:

Exclusive easement for grantee, their heirs, successors and assigns, shall use the easement strip for road purposes only in common with the grantor, it's successors and assigns.

87 APR 29 AM 8 34



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:

Easement shall follow along base of mountain on Northern portion of the afore mentioned property. Said Easement will continue along the east line of said property to the Southerly line of Said Property.

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.

Existing fences should not be removed.

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.

*Gary Williams*  
*Mary Williams*

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

(ORS 93.490)

STATE OF OREGON,

County of Josephine } ss.  
3-27, 1987

Personally appeared the above named

Gary Williams & Mary Williams  
and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

**NOTARY PUBLIC - OREGON**  
My Commission Expires Nov. 23, 1988

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  
Gary and Mary Williams

AND  
C. A. Morrison

AFTER RECORDING RETURN TO  
G. Williams

207807381

Keno, OR. 97627

SPACE RESERVED

FOR

RECORDERS USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 28th day of April, 1987, at 8:34 o'clock AM., and recorded in book/reel/volume No. MS7 on page 7104 or as document/fee/file/instrument/microfilm No. 73914, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Pat Evelyn Biehn, County Clerk  
NAME TITLE  
By *Pat Evelyn Biehn* Deputy

Fee: \$9.00