

AGREEMENT FOR EASEMENT

80925

MT-18866K

THIS AGREEMENT Made and entered into this 23rd day of October, 19 87, by and between RUDOLPH PAYGR and MARY JANE PAYGR, husband and wife hereinafter called the first party, and SAMUEL W. PRESCOTT 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 $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 36, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

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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 along the existing driveway in the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 36, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Old Linkville-Tulelake Road; for the use and benefit of the following described property:

The West 435 feet of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 36, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

(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 N/A, always subject, however, to the following specific conditions, restrictions and considerations:



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: N/A

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

SAMUEL W. PRESCOTT

RUDOLPH PAYGE

MARY JANE PAYGE

(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.

Personally appeared the above named Samuel W. Prescott

and acknowledged the foregoing instrument to be

voluntary act and deed.

STATE OF OREGON, County of Klamath

ss.

Personally appeared Samuel W. Prescott

and Rudolph Payge and Mary Jane Payge, 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

STATE OF OREGON

ONE OF THE PARTIES TO THE FOREGOING INSTRUMENT

AND

THE STATE OF OREGON

AFTER RECORDING RETURN TO

NOTARY PUBLIC

20752

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 27th day of October, 1987, at 3:40 o'clock PM., and recorded in book/reel/volume No. M87 on page 19488 or as document/fee/file/instrument/microfilm No. 80925. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE

By Ann Smith Deputy

Fee: \$10.00