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# AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 26 day of October 1986  
 by and between E. Simonsen TRS and the Simonsen Family Trust dated 03-20-86

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

A strip of land thirty (30) feet wide lying south of and parallel and contiguous with the north section line of Section 30 and 29, Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon; the north line of said strip beginning at the intersection of said Section 30 and the center line of Ivory Pine Road; thence easterly to the section line common to Sections 28 and 29 of said Township and Range.

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  
for ingress and egress over 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.

**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: A strip of land 30 feet wide lying south of and parallel and contiguous with the north section line of Section 30 and 29 Township 35 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon; the north line of said strip beginning at the intersection of said Section 30 and the center line of Ivory Pine Road; thence easterly to the section line common to Sections 28 and 29 of said Township and Range.

The easement described above shall continue for a period of THIRTY (30) years and shall be subject to the following specific conditions, restrictions and covenants: That neither party shall from second party's use of the above parcel located 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.

Except as to the rights herein granted the first party shall have the full use and control of the above parcel and the easement described and all rights and privileges incident thereto. 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.

*Bernard L. Simonsen*

*Rhea Ellen Simonsen*

STATE OF CALIFORNIA  
COUNTY OF **Los Angeles**

On **October 26, 1987** before me, the undersigned, a Notary Public in and for said State, personally appeared **Bernard L. Simonsen and Rhea Ellen Simonsen**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

*Denise M. Aguilar*



OFFICIAL SEAL  
**DENISE M. AGUILAR**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
ORANGE COUNTY  
My Commission Expires July 25, 1993

(This area for official notarial seal)

who, being duly sworn, did say that the former is the agent and that the latter is the agent of \_\_\_\_\_, a corporation, instrument is the corporate seal was signed and sealed in behalf of directors; and each of them unitary act and deed.

(OFFICIAL SEAL)

# **AGREEMENT FOR EASEMENT**

THIS AGREEMENT FOR EASEMENT is made this 26th day of October, 1987, between **Bernard L. Simonsen and Rhea Ellen Simonsen** of the County of **Los Angeles**, State of **California**, and **Denise M. Aguilar** of the County of **Orange**, State of **California**.

WHEREAS the first party is the owner of the above described property and the second party is the owner of the above described property and the first party desires to grant to the second party an easement over the first party's property for the purpose of the second party's use of the first party's property.

AFTER RECORDING RETURN TO **Aspen Title Co**  
**600 Main St**  
**Klamath Falls, Or 97601**

STATE OF OREGON } ss.  
County of **Klamath**  
I, **Denise M. Aguilar**, Notary Public for the State of Oregon, do hereby certify that the within instrument was received for record on the **2nd** day of **November**, 19 **87**, at **2:41** o'clock P.M., and recorded in book/reel/volume No. **M87** on page **19797**, or as document/fee/file/instrument/microfilm No. **81099**, Record of **Deeds** of said County.

Witness my hand and seal of County affixed at **1987**  
**Evelyn Blehn**, County Clerk  
By **Ram Smith**, Deputy

Fee: \$10.00