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## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between WILLIAM BUCKLEY and LILA BUCKLEY husband and wife  
hereinafter called the first party, and CHARLES F. BRUNEAU and ELIZABETH A. BRUNEAU  
husband and wife \_\_\_\_\_, 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:

## PARCEL ONE

SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 8,  
NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 17,  
in Township 40 South, Range 14, East of the Willamette Meridian.

## PARCEL TWO

W  $\frac{1}{2}$  NW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 17,  
E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 18,  
SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7,  
SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 8, all in Township 40 South, Range 14, East  
of the Willamette Meridian.

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

Beginning at the Eastern most point of the North line of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 8, Township 40 S, Range 14E, W.M. and running in a westerly direction approx. 1056 ft. to a point approx. in the center of the existing road that runs in a Southerly direction, more or less paralleling the existing Hangell Valley Irrigation ditch, crossing it at one point, to a point approx. in the center of said road where it intersects the Southern most line of the NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 17, Township 40S, Range 14E, W.M. approx. 358 ft. from the Eastern most point of said line,  
an access right of way.

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

The right of the first party to keep gates closed at their discretion.

The first party will not be held responsible for maintainance or upkeep of said access right of way.

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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:

From the center of the existing road where it intersects the North line of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 8, Township 40 S, Range 11E, W.M. following said road a distance of one mile, more or less, to the point where it intersects the south line of the NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 17, Township 40S, Range 11E, W.M.

and second party's right of way shall be parallel with said center line and not more than seven (7) 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.

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

STATE OF OREGON,

County of \_\_\_\_\_

SS.

Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_  
voluntary act and deed.

Before me:

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(ORS 93.490)

STATE OF OREGON, County of Klamath ) ss.

March 5 1988

Personally appeared William Buckley and  
Lila M. Buckley 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: \_\_\_\_\_

Leona M. Huffman (OFFICIAL  
LEONA M. HUFFMAN (SEAL)  
NOTARY PUBLIC - OREGON

My Commission Expires 10/21/90

STATE OF OREGON, ) ss.  
County of Klamath

I certify that the within instru-  
ment was received for record on the  
8th day of March, 1988,  
at 1:03 o'clock P.M., and recorded  
in book/reel/volume No. M88 on  
page 3253 or as document/tee/file/  
instrument/microfilm No. 85027,  
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

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

AFTER RECORDING RETURN TO

Wm. Buckley  
St. 1, Box 97  
Bridge 34 Ore 97623

SPACE RESERVED  
FOR  
RECORDER'S USE