

ORISE

8830

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 5 day of December, 1989, by and between E. J. Shipsey & Benjamin Harris hereinafter called the first party, and John Cameron 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:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17
T.40S R.8E. W.M.

EASEMENT
AGREEMENT

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 access easement for Ingress & Egress

See Addendum

(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 Ad infinitum, always subject, however, to the following specific conditions, restrictions and considerations:

44 2 PM 9 PH 2 44
989 DEC 9 PM 2 44
330 68

53528

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:

SEE ADDENDUM

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.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for 0 % and the second party being responsible for 100 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated December 5, 1989
 E. J. Shipsey
 Benjamin Harris

John Cameron
 John Cameron

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of _____ ss.

This instrument was acknowledged before me on _____, 19____, by _____

Notary Public for Oregon

(SEAL)

My commission expires: _____

STATE OF OREGON,

County of Klamath ss.

This instrument was acknowledged before me on Dec 6 1989, by E. J. Shipsey and John Cameron as _____ of _____

Notary Public for Oregon

My commission expires: _____

PATRICIA A. CHANEY
 NOTARY PUBLIC-OREGON

My Commission Expires 10-22-93 (SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

E. J. Shipsey

AND

John Cameron

AFTER RECORDING RETURN TO

E. J. Shipsey
 P.O. Box 52
 Keno, Oregon
 97627

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/tile/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of County affixed.

By _____ NAME _____ TITLE _____
 Deputy

23760

ADDENDUM

Legal Description of Access Easement
for
ED SHIPSEY

A strip of land 60 feet in width situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, T40S R8E, W.M., Klamath County, Oregon said strip being 30 feet in width on each side of the following described centerline.

Beginning at a point on the South Line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ from which point the Southwest Corner of said Section 17 bears S89°40'56"W, 670.26 feet; thence N00°04'46"W, 49.58 feet; thence on a 100 foot radius curve to the left 157.50 feet; thence S89°40'56"W, 91.09 feet; thence on a 100 foot radius curve to the right 87.38 feet; thence N40°15'15"W, 76.34 feet; thence on a 300 foot radius curve to the right 35.67 feet; thence N33°26'27"W, 214.28 feet; thence on a 300 foot radius curve to the right 82.77 feet; thence N17°37'56"W, 269.08 feet; thence on a 100 foot radius curve to the left 103.39 feet; thence N76°52'16"W, 27.68 feet to a point on the West Line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ from which point the Southwest Corner of said Section 17 bears S00°15'01"E, 857.92 feet.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 8th day
of Dec. A.D. 19 89 at 2:44 o'clock P.M., and duly recorded in Vol. 1489
of Deeds on Page 23758

FEE \$18.00

Evelyn Biehn County Clerk

By Dorlene Mullendore