

Aspen Title #01035374

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 25th day of JUNE, 1990,
by and between Letha L. Key
hereinafter called the first party, and Robert W. & Lou Ellen Denney,
husband & 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:

S $\frac{1}{2}$ OF E $\frac{1}{2}$ SW $\frac{1}{4}$ OF Section 26, Township 36S,
RANGE 11E 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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party EASEMENT FOR
INGRESS AND EGRESS OVER EXISTING ROADWAY, ALLOWING the
second party, his successors heirs AND ASSIGNS to
ACHIEVE ACTUAL ROADWAY ACCESS to the following
Described PARCEL OF Real Property: 80 Acres-
the W $\frac{1}{2}$ OF SW $\frac{1}{4}$ Section 26, Township 36S R11E
of the Willamette meridian, County of Klamath,
STATE OF 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 de-
scribed 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 Perpetuity, always subject,
however, to the following specific conditions, restrictions and considerations:

the Above Described EASEMENT CONVEYANCE SHALL be
CONTINUALLY shared by the 2nd party to the legal
EXTENT OF 1st party's interest in said property, without
ANY LIABILITY to 1st party whatsoever.

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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:

CENTER OF EXISTING ROADWAY.

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

(ORS 93.490)

STATE OF OREGON, California } ss.
County of Madoc
June 25, 1990
Personally appeared the above named
Letha L. Key
and acknowledged the foregoing instrument to be
her voluntary act and deed.

STATE OF OREGON, California } ss.
County of Madoc
June 25, 1990

Personally appeared Robert W. Denney and
Len Ellen Denney 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 his voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

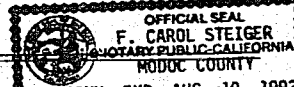
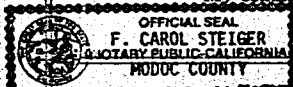
My commission expires: 8/10/93

Before me:

Notary Public for Oregon

My commission expires: 8/10/93

(OFFICIAL
SEAL)



AGREEMENT FOR EASEMENT

BETWEEN

Letha L. Key

AND

Robert W. & Len Ellen Denney
husband and wife

AFTER RECORDING RETURN TO

R. W. Denney

P.O. Box 351

1300 A Gue River, OR.
97639

SPACE RESERVED

FOR

RECORDERS USE

THE RECORDING UNIT

STATE OF OREGON, California } ss.
County of Klamath

I certify that the within instrument was received for record on the
25th day of July, 1990,
at 10:53 o'clock A.M., and recorded
in book/reel/volume No. M90 on
page 14809 or as document/fee/file/
instrument/microfilm No. 18027,
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By Pauline Mueller, Deputy

Fee \$33.00