

ONBE

53394 '92 NOV 5 AM 9 56 AGREEMENT FOR EASEMENT

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MTZ 27959-KP

THIS AGREEMENT, Made and entered into this 19th day of August, 1992,
 by and between Torrance R. Parker and Tina Parker,
 hereinafter called the first party, and Louis O. Green and Mary J. Green,
 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:

REFER TO ATTACHED PROPERTY DESCRIPTION

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 non-exclusive easement for the purpose of egress and ingress over and across the most westerly 40.00 feet of the property described in the attached property description said 40.00 feet wide strip being that portion of the attached property description that is immediately easterly of but adjacent to the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 T34S R07E WM

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

The parties hereto recognize and acknowledge the rights of Pacific Power and Light Company's to construct, erect and maintain power transmission facilities over and across the westerly 20.00 feet of the above described easement.

Upon recording return to:

Bob A. Dortch
 4729 S. Sixth St.

Klamath Falls, OR 97603

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 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% and the second party being responsible for%. (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 August 19, 1992

Torrance R. Parker

Tina M. Parker
FIRST PARTY

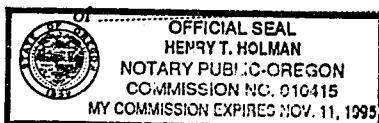
Louis Green

Mary Green
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on October 30, 1992

by LOUISE & MARY GREEN
This instrument was acknowledged before me on, 19....

by
as



Henry T. Holman
Notary Public for Oregon

My commission expires 11-11-95

AGREEMENT FOR EASEMENT BETWEEN

Torrance and Tina Parker

AND

Louis O. and Mary J. Green

AFTER RECORDING RETURN TO

Bob A. Dortch
4729 So. Sixth St.
Klamath Falls, Oregon 97603

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of

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/file/instrument/microfilm/reception No., Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

PROPERTY DESCRIPTION

A parcel of land situate in the south one half of Section 2 T34S R7E WM Klamath County, Oregon being more specifically described as follows:

Commencing at the NW corner NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2; thence S05°08'41"E along the west line of the east one half of the SW $\frac{1}{4}$ of said Section 2, 442.30 feet to the TRUE POINT OF BEGINNING for this description; thence continuing along said west line S05°08'41"E, 865.57 feet; thence leaving said west line N84°51'19"E, 300.00 feet; thence S05°08'41"E, 441.35 feet to the centerline of Larson Creek; thence upstream along said Larson Creek generally in a southerly direction as shown on Klamath County Recorded Survey Number 1987 to a point where said Larson Creek intersects the south line of said Section 2; thence leaving said Creek and along said Section line S89°44'00"E, 1407.58 feet to the southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 2; thence N01°54'32"W, 1273.86 feet; thence leaving said west line WEST, 1356.45 feet to a point on the north-south center-of-section line; thence N04°34'16"W along said center of section line 935.92 feet; thence leaving said center-of-section line N89°47'23"W, 1319.65 feet to the Point Of Beginning containing 80.00 acres more or less.

General Acknowledgement

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

} SS.

On AUGUST 19, 1992before me, ARVELLA CHANDLER

(Notary Name and Title)

ESCROW OFFICER

personally appeared

//// TORRANCE R. PARKER AND TINA PARKER //////////////////////////////////////

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Arvela Chandler

-(Notarial Seal)

T-721

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title co. the 5th day of Nov. A.D., 19 92 at 9:56 o'clock A M., and duly recorded in Vol. M92 of Deeds on Page 26135.

Evelyn Biehn, County Clerk

By Evelyn Biehn

FEE \$40.00