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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 1st day of March, 19 93,
by and between James J. and Beverly L. Glessner, as Trustees of the Glessner Living Trust,
hereinafter called the first party, and Larome Dugger
, 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:

The W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 31 South, Range 7 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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

an easement for ingress and egress, thirty feet in width to commence at the
northeast corner of the above described parcel and to run south, parallel with,
adjacent to and lying west of the east boundary of said parcel, a distance of
approximately 1,350 feet to a point located 100 feet south of the intersection
of the center thread of Sand Creek and the center line of this easement.

The easement rights herein granted, assigned and set over to the second party
shall belong to and pass with second party's land described as that portion of
the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 31 South, Range 7 East of the Willamette
Meridian, Klamath County, Oregon, lying South of Sand Creek.

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

The easement may be used by those persons whose land the easement borders or
crosses. Those persons hereby granted the right to use the easement shall have
the same rights and shall be subject to the same limitations and conditions as
herein granted the second party.

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: Commencing at a point on the north boundary of and 15 feet west of the northeast corner of the W 1/2 E 1/4 NW 1/4 of Section 28, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence south to a point 15 feet west of the east boundary of said parcel and 100 feet south of the intersection of the center line of this easement and the center line of Sand Creek.

and second party's right of way shall be parallel with said center line and not more than 15 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.

X *James J. Glessner*
James J. Glessner, Trustee
X *Beverly L. Glessner*
Beverly L. Glessner, Trustee

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

(ORS 93.490)

STATE OF Oregon, } ss.
County of Hawaii,
March 1, 1993.

Personally appeared the above named James J. Glessner and Beverly L. Glessner and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) *[Signature]*
Notary Public for Oregon Hawaii
My commission expires: 1/13/96

STATE OF OREGON, County of _____) ss.
_____, 19____.

Personally appeared _____ and _____ 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 _____ (OFFICIAL SEAL)
My commission expires: _____

AGREEMENT FOR EASEMENT
BETWEEN

James J. and Beverly L. Glessner, as Trustees of the Glessner Living Trust

Larome Dugger

AFTER RECORDING RETURN TO

SPACE RESERVED FOR REORDER & USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 16th day of April, 1993 at 11:23 o'clock A.M., and recorded in book/reel/volume No. M93 on page 7893 or as document/fee/file/instrument/microfilm No. 59963. Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME TITLE
By Deanne Miller Deputy

Fee: \$35.00