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AGREEMENT FOR EASEMENT

Volm 94 Page 22959

THIS AGREEMENT, Made and entered into this 19 day of July, 1994,  
by and between Stanley J. & Beverly A. TRS  
hereinafter called the first party, and Jennifer L. Miller - SA Thomas  
hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

TWP 40, RANGE 11, BLOCK SEC 22,  
TRACT 32 SW4, ACRES 79.09

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

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

all rights  
of ingress and egress to and from said real estate  
over existing P&L maintenance road as stipulated  
below:

~~(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 100 years, always subject, however, to the following specific conditions, restrictions and considerations:

N/A

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.

N/A

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.

*Handwritten signatures:*  
*Stanley J. Beyerly*  
*Beverly A. Pence*  
*James H. Matter*  
*St. Thomas*  
*James H. Matter - St. Thomas*

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

STATE OF OREGON,

County of Klamath

Personally appeared the above named Stanley J. Beyerly

Beverly A. Pence and James H. Matter - St. Thomas  
 and acknowledged the foregoing instrument to be a voluntary act and deed.

Before me:

(OFFICIAL SEAL)

*Ray Neuniger*

Notary Public for Oregon

My commission expires:

April 20, 1996

STATE OF OREGON, County of Klamath ) ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_, 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

My commission expires:

(OFFICIAL SEAL)

**AGREEMENT FOR EASEMENT BETWEEN**

AND

AFTER RECORDING RETURN TO

ASPEW Title & Escrow  
525 main st  
Klamath Falls or 97601

SPACE RESERVED FOR RECORDER'S USE

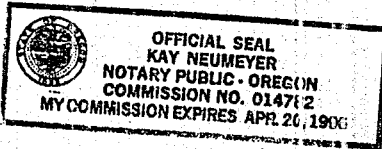
STATE OF OREGON, County of \_\_\_\_\_ ) ss.

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 document/tee/file/instrument/microfilm No. \_\_\_\_\_, Record of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_ Deputy

22961



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co the 27th day  
of July A.D., 19 94 at 10:34 o'clock A M., and duly recorded in Vol. M94  
of Deeds on Page 22959.

FEE \$40.00

Evelyn Biehn - County Clerk

By Pauline Miller