

89357

MTC 32948-MK  
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 19<sup>th</sup> day of August, 1994, by and between GLENN BUCHANAN and DOROTHY M. BUCHANAN, husband and wife, hereinafter called the first party, and WALTER C. COOK 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 N 1/2 NW 1/4 of Section 4, Township 36  
South Range 7 East, Willamette Meridian,  
Klamath County, Oregon,

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

The second party owns the following described real property and which this easement shall benefit:

Lots 27 and 30 and E 1/2 of Lot 28 and E 1/2 of Lot 29, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXCLUDING from East 1/2 of Lot 29 a portion of land described as follows:

A portion of tract of land situated in Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at the Southwest corner of the E 1/2 of Lot 29, thence North 208 feet; thence East 208 feet; thence South 208 feet; thence West 208 feet to the point of beginning.

NOW, THEREFORE, in view of the premises and in consideration of One Thousand Dollars (\$1,000.00) by the second party to the first party paid and other valuable consideration, 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 fifteen (15) foot non-exclusive easement for ingress and egress over, under and across the northerly boundary of first

party's real property described above. The northerly boundary of said easement is described as follows:

Beginning at the SW Corner of said Section 33; thence Easterly along the township line, between said Section 33, and said Section 4, to the southeast corner of Thomas H. Lang's property, as described in Book M77, Page 11898, Deed of Records of said Klamath County; thence continuing Easterly along said Township line a distance of 30 feet, and said northerly easement line there terminating; being a portion of Toqua Road. ~~at~~ The Southerly boundary of Second party's right of way shall be parallel with said northerly line and not more than fifteen feet south thereof.

*AHL*  
*SB*  
*WC*

The second party shall have all rights of ingress 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 hereto.

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 perpetual period, always subject, however, to the following specific conditions, restrictions and considerations: NONE

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.~~

*August*  
DATED: ~~July~~ \_\_\_\_, 1994.

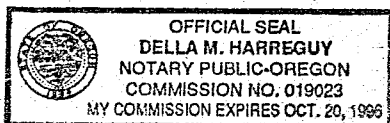
Glenn Buchanan  
Glenn Buchanan

Walter C Cook  
Walter C. Cook

Dorothy M. Buchanan  
Dorothy M. Buchanan

STATE OF OREGON,           )  
  ) ss.  
County of Klamath        )

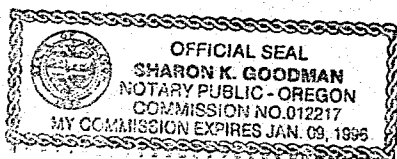
This instrument was acknowledged before me on August 19, 1994, by Glenn Buchanan and Dorothy M. Buchanan, husband and wife.



Della M. Harreguy  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-20-96

STATE OF OREGON           )  
  ) ss.  
County of Douglas ~~Klamath~~        )

3, 1994 This instrument was acknowledged before me on Oct. 19, 1994 by Walter C. Cook.



Sharon K. Goodman  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1-9-96

STATE OF OREGON: COUNTY OF KLAMATH:       ss.

Filed for record at request of Mountain Title Co the 7th day  
of Oct A.D., 19 94 at 3:38 o'clock P. M., and duly recorded in Vol. M94,  
of Deeds on Page 31485.

FEE \$40.00

Evelyn Biehn           County Clerk  
By Dorothy M. Buchanan