

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 28<sup>th</sup> day of JUNE, 1976, by and between Thomas E. Wurtz, Personal Representative of the estate of, hereinafter called the first party, and Billy Ralph Hollister, aka Ralph Hollister, Adrid E. VanHorn, 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 Southwest quarter of the Northeast quarter of Section 16, Township 26 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon.

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

an easement over and across a parcel of land twelve (12) feet in width, extending northerly from the existing county road, and running parallel to the westerly line of said Southwest quarter of the Northeast quarter, section 16, Township 26 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, and extending to the Southerly line of the Northwest quarter of the Northeast quarter of said Section 16.

(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:

subject to easements, reservations, and restrictions of record.

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:

The center line shall be (6) feet east of the west line of the Southwest Quarter of the Northeast quarter, said Section 16.

and second party's right of way shall be parallel with said center line and not more than six feet distant from either side thereof.



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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.

*Thomas E. Wurtz*  
Thomas E. Wurtz, as Personal Representative of the Estate of Billy Ralph Hollister, aka Ralph Hollister.

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

(ORS 93.490)

STATE OF OREGON,

County of Lane ss.

June 28, 1976

Personally appeared the above named

Thomas E. Wurtz.

and acknowledged the foregoing instrument to be

his voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon

My commission expires:

10-29-79

STATE OF OREGON, County of ss.

Personally appeared, 19

and

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

(FORM No. 926)

STEVENS-NEER LAW FIRM, P.C., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 6th day of JULY, 1976, at 11:26 o'clock A.M., and recorded in book M 76 on page 10177 or as file number 15818, Record of of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

Title.

By *Elizabeth Drazile* Deputy

SEE \$ 6.00

AFTER RECORDING RETURN TO

*Adrian E. Van Horn*  
138 NE Summer Ave.  
Redding, Oregon 97470