

TC

26130

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 4th day of October, 1976, by and between CHARLES G. DUNCAN and LEONE M. DUNCAN, husband and wife, hereinafter called the first party, and HAROLD D. HANSEN and MARY S. HANSEN, husband and wife, 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:

E½SE¼ of Section 33, Township 40 South, Range 11 East, W.M. and E½NE¼ of Section 4, Township 41 South, Range 11 East, W.M., excepting a five acre parcel in the SW corner.

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 the existing road known as Pope Road located on the above-described property. This easement is for the benefit of and appurtenant to that land, or any portion thereof, in the County of Klamath, State of Oregon, described as follows: N½SW¼ of Section 27, Township 40 South, Range 11 East, W.M.

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

Second Parties agree to pay costs for maintenance and repair of those portions of Pope Road not maintained by the County in proportion to their usage of that road.

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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:

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

*Charles L. Duncan*  
*Leone M. Duncan*

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

October 7, 1976

Personally appeared the above named Charles G. Duncan & Leone M. Duncan and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

*Stephen M. Owens*

Notary Public for Oregon

My commission expires: 5/2/80

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

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

My commission expires:

(OFFICIAL SEAL)

# AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

*Harold D. Hansen*  
P.O. Box 441  
Menlo Park, CA 94025

SPACE RESERVED  
FOR  
RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 1st day of MARCH, 1977, at 2:59 o'clock P.M., and recorded in book M77 on page 3584 or as file/reel number 26130. Record of DEEDS of said county. Witness my hand and seal of County affixed.

WM. D. MILNE

Recording Officer

By *Harold D. Hansen* Deputy