

TMC - 1331 - 3526

STEVENESS LAW PUBLISHING CO., PORTLAND, OH. 97204

37587

## AGREEMENT FOR EASEMENT

Vol. 77 Page 20044

THIS AGREEMENT, Made and entered into this 28th day of September, 19 77,  
by and between CARL A. RAJNUS and VIRGINIA MAE RAJNUS,  
hereinafter called the first party, and WARREN W. HAUGHT, JR. and ANNA HAUGHT,  
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:

NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 29, Township 40 South, Range 12 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

Easement for a right-of-way over the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 29, Township 40 South,  
Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as  
follows:

Beginning at the NW corner of said Section 29; thence East 30 feet; thence South-  
west to a point on the West line of said Section; 30 feet South to the Point Of  
Beginning; thence North along said West line 30 feet to the Point Of Beginning.

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



20045

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.

*Carl A. Rajnus*  
*Virginia Rajnus*

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

(ORS 93.690)

STATE OF OREGON

County of KLAMATH } ss.  
Oct. 12, 19 77

Personally appeared the above named CARL A. RAJNUS and VIRGINIA RAJNUS and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: *[Signature]*  
Notary Public for Oregon

My commission expires: 5/26/78

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 .....

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

WARREN HAUGH  
STAR RT Box 81-A  
MAJIN, Ore 97632

STATE OF OREGON

County of KLAMATH } ss.

I certify that the within instrument was received for record on the 19th day of OCTOBER, 19 77, at 1:18 o'clock P.M., and recorded in book M77 on page 200 or as file/reel number 37587.

Record of DEEDS of said county. Witness my hand and seal of County affixed.

WM. D. MILNE Recording Officer  
By *[Signature]* Deputy

FEE \$ 6.00

SPACE RESERVED  
FOR  
RECORDER'S USE



20015

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.

Carl A. Rajnus  
Virginia Rajnus

(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.  
Oct. 19, 19 77

Personally appeared the above named CARL A. RAJNUS & VIRGINIA RAJNUS and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: [Signature]  
Notary Public for Oregon  
My commission expires: 5/26/78

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

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

WARREN HAUGAT  
STAR RT Box 81-A  
MALIN, OR 97632

STATE OF OREGON

County of KLAMATH } ss.

I certify that the within instrument was received for record on the 19th day of OCTOBER, 1977, at 1:18 o'clock P.M., and recorded in book M77 on page 20044 or as file/reel number 37587.

Record of DEEDS of said county. Witness my hand and seal of County affixed.

WM. D. MILNE  
Recording Officer  
By Bernetha J. Delach Deputy

FEE \$ 6.00