

MTC-1396

TC

77803

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 29th day of November, 1979, by and between John W. Krapf and Dorothy R. Krapf, hereinafter called the first party, and Glenn E. Spuller and Margaret H. Spuller, 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 $\frac{1}{2}$ of Gov. lot 23, Sec 6, T 35S, R7E WM

less the West 30 feet used for county road purposes

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 15 feet wide for ingress and egress purposes, and for utility purposes.

(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:

the easement shall be used for roadway and utility purposes only.

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:

A line $7\frac{1}{2}$ feet south of and parallel to the North boundary of said property.

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and second party's right of way shall be parallel with said center line and not more than $7\frac{1}{2}$ 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.

John W. Krapf
John W. Krapf For Dorothy R. Krapf

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

(ORS 93.490)

STATE OF OREGON,

County of *Oregon*, ss.
1979

Personally appeared the above named *John W. Krapf*
and acknowledged the foregoing instrument to be
voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

John W. Krapf
Notary Public for Oregon

My commission expires: 7-16-83

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

John W. & Dorothy R. Krapf

AND

Glenn E. & Margaret H. Spuller

AFTER RECORDING RETURN TO

Winema Real Estate
P.O. Box 376
Chiloquin, Ore. 97624

STATE OF OREGON

County of *Klamath*, ss.

I certify that the within instru-
ment was received for record on the
7th day of December, 1979,
at 10:16 o'clock A.M., and recorded
in book M79 on page 28269 or as
file/reel number 77803

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Wm. D. Milne

By *Lemetha H. Hetch* Recording Officer
Deputy

Fee \$7.00