

MTC- 1396

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 12th day of February, 19 80,
by and between WARREN W. HAUGHT, JR. and ANNA HAUGHT, h/w
hereinafter called the first party, and CARL A. RAJNUS & VIRGINIA MAE RAJNUS, h/w & ROGER THORNE
& NANCYANN THORNE, h/w, 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 S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 30, Township 40 South, Range 12 East of the
Willamette Meridian, Klamath County, Oregon.

AND

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 40 South,
Range 12 East of the Willamette Meridian, Klamath County, Oregon.

THE COMMISSION EXHIBIT VOUCHER 189

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

An easement for ingress and egress over the Northerly 50 feet of the
above described property.

(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:

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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:

The easement described upon may continue for a bearing of _____ and distance of _____ feet 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.

Warren W. Haught, Jr.
Warren W. Haught, Jr.

Anna Haught
Anna Haught

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

February 12, 1980

Personally appeared the above named Warren W. Haught, Jr. and Anna Haught.

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Camela J. Turner

Notary Public for Oregon

My commission expires:

MY COMMISSION EXPIRES AUGUST 8, 1983

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

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

CONSENT OF LAND

AFTER RECORDING RETURN TO

Warren W. Haught, Jr.
P.O. Box 71
Malin, Oregon 97632

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 4th day of March, 1980, at 2:07 o'clock P.M., and recorded in book M80 on page 4115 or as file/reel number 31446.

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

Wm. D. Milne

By _____ Recording Officer
Deputy

Fee \$7.00