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## AGREEMENT FOR EASEMENT

Vol. 780 Page 10434



THIS AGREEMENT, Made and entered into this 6 day of June, 19 80,  
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 North half of Government Lot 23, Section 6,  
Township 35 South, Range 7 East of the Willamette  
Meridian, LESS the West 30 feet used for County Road purposes  
as disclosed in Deed recorded November 13, 1951, in  
Volume 251 page 52 and in Deed recorded February 6, 1957  
in Volume 289 page 479.

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

a nonexclusive road and utility easement 30 feet wide

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

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:

15 feet south of and parallel to the north line of the above described real property.

and second party's right of way shall be parallel with said center line and not more than 15 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.

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

STATE OF OREGON,

County of Klamath

JUNE 7, 1980

Personally appeared the above named

John W. Krapf

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

(OFFICIAL SEAL)

Before me,

John A. Kalita

Notary Public for Oregon

My commission expires:

July 16, 1980

(ORS 93.490)

John W. Krapf attorney-in-fact for  
Dorothy R. Krapf  
STATE OF OREGON, County of \_\_\_\_\_ ) ss.

, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, 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

WINEMA Real Estate  
Chillogum ORE  
97624

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, \_\_\_\_\_ ) ss.  
County of Klamath

I certify that the within instrument was received for record on the 9th day of June, 1980, at 8:39 o'clock A.M. and recorded in book/reel/volume No. 880 on page 10434 or as document, fee file instrument/microfilm No. 85276. Record of \_\_\_\_\_ Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne  
By \_\_\_\_\_ Deputy