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86917

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 1st day of May, 1980,
by and between Edwin Petrasek
hereinafter called the first party, and John O. DNRK, JR.
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:

SW $\frac{1}{2}$; NW $\frac{1}{2}$ Section 32; Township 40 South; Range 12 East; Willamette
Meridian. Klamath County, Oregon.

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PRIVATE OR OWNED

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

Approximately 15 feet for a road for ingress and egress on the West side
of the 40 acres. The section line between Section 31 and 32 is determined
by a line between the Shasta View Irrigation Water Turnouts South One
on the North Corner (NW $\frac{1}{2}$; NW $\frac{1}{2}$; SW $\frac{1}{2}$; Section 32) and North One on South
Corner (SW $\frac{1}{2}$; SW $\frac{1}{2}$; SW $\frac{1}{2}$; Section 29)

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

Will not cut or harm tree or shrubs on West Side of residence of the
first party.

The first party shall not bear any expense in maintenance or repairs
to roadway.

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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.

Edwin Petrash
John O. Dark

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

STATE OF OREGON,
County of Klamath } ss.
July 15, 1980
Personally appeared the above named
Edwin Petrash & John O. Dark
and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:
(OFFICIAL SEAL) Sharon K. Green
Notary Public for Oregon
My commission expires:
My Commission Expires October 11, 1981

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 _____,
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
JOHN DARK
RT STAR, RT BOX 81A
MAHON Oregon

SPACE RESERVED
FOR
RECORDING USE

STATE OF OREGON } ss.
County of Klamath
I certify that the within instru-
ment was received for record on the
15th day of July, 1980,
at 2:18 o'clock P.M., and recorded
in book M80 on page 13098 or as
file/reel number 86917
Record of Deeds of said county.
Witness my hand and seal of
County affixed.
Wm. D. Milne Recording Officer
By Bertha Schisch Deputy