

88594

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 14 day of MARCH, 1980, by and between Charles W. & Alice F. Courtois hereinafter called the first party, and L.O. & Barbara Hanthorn and Donald W. & Patricia Hanthorn, hereinafter called the second party,

WITNESSETH:

WHEREAS: The first party is the record owner of the following describe 1 real estate in County, State of Oregon, to-wit:  
12.12 Acres, being the SE portion of the NE 1/4 of the NW 1/4 of Section 30 Township 39, Range 8 Willamette Meridian, Klamath County, State of Oregon.

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

A 30' wide Easement through above described parcel for purposes of Ingress and Egress, described below.

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

Grantee, thier heirs, successors and assigns, shall use the easement strip for Road purposes only in common with the Grantor, its successors and assigns for access to second partys' adjacent property, being the SE 1/4 of the NW 1/4 of Section 30, Township 39, Range 8.

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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:

Beginning at a 5/8 inch iron pin marking the SW corner of the NE 1/4 of the NW 1/4 of said Section 30, T. 39S., R. 8E. From this point 220.00' on the South line of the NE 1/4 of the NW 1/4 to another 5/8 inch iron pin. From this point 48° 255.03'E A 30' roadway easement to start at this point. S 110° 91.00'E. S. 127° 52.50'E S. 96° 184.00' E to a point on the S. line of above described parcel, being 646.56' from the SE corner of the NE 1/4 of the NW 1/4 of Section 30 on S. line.

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.

Charles W. Courtois  
+ Alice Courtois

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

Personally appeared the above named CHARLES W & ALICE COURTOIS

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

Before me:

NOTARIAL SEAL

PUBLIC

STATE OF OREGON

Notary Public for Oregon  
My Commission Expires  
June 15, 1982

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

Personally appeared \_\_\_\_\_, 19\_\_\_\_ 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 \_\_\_\_\_

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:

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires:

### AGREEMENT FOR EASEMENT

BETWEEN

Charles & Alice Courtois

AND

L.O. & Barbara Hanthorn  
Donald W. & Patricia Hanthorn

AFTER RECORDING RETURN TO

GARY WILLIAMS  
Will call for

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of Klamath ) ss.

I certify that the within instrument was received for record on the 20th day of August, 1980, at 3:20 o'clock P.M., and recorded in book/reel/volume No. M80 on page 15781 or as document/fee/file/instrument/microfilm No. 88594, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

By Bernice A. Hutto Deputy

Fee \$7.00