

**26101**

T/A # M-38-26158-0

STEVENESS LAW PUBLISHING CO., PORTLAND, OR.

# AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 83, by and between ROBERT R. KRENICK and PHYLLIS M. KRENICK, hereinafter called the first party, and GARY L. De CHASTAIN and KATHRYN D. De CHASTAIN, 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:

W $\frac{1}{2}$ W $\frac{1}{2}$  of Government Lot 1, Section 2, Township 35, in Range 8  
EWM, in the County of Klamath, State of Oregon.

July 22 PM 3 38

**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 for joint user roadway and all other roadway purposes over and across a 60 ft. wide strip of land lying south of, adjoining and parallel to the northerly boundary

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

**NGNE**

1399

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:

11786

30 feet south of the North line of property owned by the first party and running parallel to said North line and second party's right of way shall be parallel with said center line and not more than 30 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

July 11, 1983

Personally appeared the above named Robert R. Krenik and Phyllis M. Krenik and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: Vicky Auflick  
VICKY AUFICK  
Notary Public for Oregon  
My Commission Expires 6-15-87

STATE OF OREGON, County of

Personally appeared

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

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.

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN  
Robert R. Krenik  
Phyllis M. Krenik

AND  
Gary L. De Chastain  
Kathryn D. De Chastain

AFTER RECORDING RETURN TO

T/A-Marlene

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 22nd day of July, 1983, at 3:38 o'clock PM., and recorded in book M83 on page 11785 or as file/reel number 26101 of said county. Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk  
Recording Officer  
By Deputy

Fee \$8.00