

51226

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 16th day of July, 1985,
by and between EDWARD PETERSON
hereinafter called the first party, and RONALD N. HESSER and Beverly A. Hesser, husband and wife, 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:

A Parcel of Land lying east of the Southern Pacific Railroad in the S 1/2 N 1/2 SE 1/4 NW 1/4 of Section 31, Township 30 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

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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 perpetual non-exclusive easement for vehicular and foot traffic, not to exceed 30 feet in width and not to change present location, for the installation of utilities (water, power, gas and similar lines) and other similar uses together with the right to construct and maintain a road; and construct, install and maintain such pipes, poles, lines, wires, or similar apparatus for the conveyance and transport of water, power, gas or other similar utility services, above ground or in underground conduits, over, across, and upon the property of the first party.

This does not imply there is a rightway.

The above easement is appurtenant to the property described in Exhibit "A" attached hereto

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

The cost of maintaining the roadway on said easement shall be borne by the end user of said rightway to all year round use party of second part.

Witness my hand and seal this _____ day of _____, 1985.

If the easement is for a right of way over or across the first party's land, the second party of said

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:

Over the existing roadway

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.

Edward Peterson
Edward Peterson

(Individual)

STATE OF CALIFORNIA
San Benito

COUNTY OF } SS.

On July 16, 1985

before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Peterson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name he subscribed to

the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Mary Andrade
Mary Andrade
Name (Typed or Printed)



(OFFICIAL SEAL)

SAV 191 (7/82)

(This area for official notarial seal)

within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as document/tee/file/instrument/microfilm No. Record of of said County. Witness my hand and seal of County affixed.

By Deputy

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO EDWARD A. HERBERG

21588

EXHIBIT "A"

11393

Government Lots 1, 6, 7 and 8 of Section 32, Township
30 South, Range 8 East of the Willamette Meridian, and
the NE¼ of Section 5 and the N½ of Section 6, Township
31 South, Range 8 East of the Willamette Meridian,
Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 18th day
of July A.D., 19 85 at 1:53 o'clock P M., and duly recorded in Vol. 885
of Deeds on Page 11391

FEE \$13.00

Evelyn Biehn County Clerk
By _____

Ram Smith