

TC

85848

AGREEMENT FOR EASEMENT

Vol. M88 Page 4766

MT 1936 9K
 THIS AGREEMENT, Made and entered into this 15th day of March, 19 88,
 by and between HENRY E. PFAFF and JESSIE P. PFAFF, husband and wife
 hereinafter called the first party, and ELDEN H. KENT and VIRGINIA J. KENT, 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:

The Westerly 30 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 39 South, Range
 13 East of the Willamette Meridian, Klamath County, Oregon, lying North of
 Gerber Road.

Klamath County Tax Account #3913-3100-1200 (with other property).

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

An easement for ingress and egress over and across the following described property:

The Westerly 30 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 39 South, Range 13
 East of the Willamette Meridian, Klamath County, Oregon, lying North of Gerber
 Road. Klamath County Tax Account #3913-3100-1200 (with other property).

(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:

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.

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

(ORS 93.490)

STATE OF OREGON, } ss.

County of Klamath, 19 88

Personally appeared the above named

HENRY E. PFAFF and JESSIE P. PFAFF

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 11/16/91

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

Henry E. Pfaff & Jessie P. Pfaff

Rt. 1 Box 69F, Bonanza, OR 97623

AND

Elden H. Kent & Virginia J. Kent

AFTER RECORDING RETURN TO

HENRY E. PFAFF and JESSIE P. PFAFF
Rt. 1 Box 69F
Bonanza, OR 97623

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$10.00

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 1st day of April, 19 88, at 4:20 o'clock P.M., and recorded in book/reel/volume No. M88 on page 4765 or as document/fee/file/instrument/microfilm No. 85848, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By Pam Smith Deputy