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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between Jonathon M. Crume and Dorothy J. Crume, Husband and Wife, hereinafter called the first party, and Ernest D. Firsick and Gloria I. Firsick, 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:

Block 65, Lot 9, of the 5th Addition to Nimrod River Park,
Klamath County, 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

The south 20 feet of Block 65, Lot 9 of the Fifth Edition to Nimrod River Park as shown on the map in official records of Klamath County, State of Oregon, for roadway purposes for the purpose of ingress and egress to and from Grantees 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 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 Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

This easement runs with the land

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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.

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

(ORS 93.490)

STATE OF OREGON, }
County of Klamath } ss.
June 19 76
Personally appeared the above named Jonathan M. Crume and Dorothy J. Crume and acknowledged the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, County of) ss.
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:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 9/17/78

Before me:
Notary Public for Oregon
My commission expires:

AGREEMENT
FOR EASEMENT

BETWEEN
Jonathan and Dorothy Crume

Jonathan M. Crume, Dorothy J. Crume
AND
Ernest & Gloria Firsick

Blair M. Henderson
325 Main Street
Klamath Falls, OR 97601

State of Oregon, }
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of SEPTEMBER, 19 76, at 11:35 o'clock A. M. and recorded on Page 13649 in Book M 76 Records of DEEDS of said County.

WM. D. MILNE, County Clerk

By Hazel D. Daparty

Fee \$ 6.00

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