

27335

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this day of 19.....
by and between Donald E. Kucera and Nancy I. Kucera, husband and wife
hereinafter called the first party, and Klamath County
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:

All that portion of the E 1/2 NW 1/4 SE 1/4, and NE 1/4 SE 1/4 of Section 15, T.39S., R.9E., W.M., which lies Southwesterly of the Southwesterly line of the right-of-way of the Great Northern Railway Company.
SAVE AND EXCEPT all that portion lying within the North 349 feet of the said E 1/2 NW 1/4 SE 1/4.

AND SAVE AND EXCEPT all that portion lying within a tract of land described as follows: Beginning at a point which the westerly line of the right-of-way of the Great Northern Railway Company intersects the Northerly line of the right-of-way of the County Road (Johns Avenue) located in the said SE 1/4 of Section 15 and from which point the Southeast corner of the said NE 1/4 SE 1/4 lies east, a distance of 638.4 feet; thence Northwesterly along said westerly right-of-way line of the Railway Company, a distance of 433 feet; thence Northeasterly at right angles along said westerly right-of-way line a distance of 100 feet; (continued on reverse side)

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 ~~the sum of \$100.00~~ ^{no consideration} 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 right to place dirt, concrete, asphalt, and other suitable fill material on the southerly seventy (70) feet of the above described property, with said fill to not exceed the height of the existing County Road (Johns Avenue).

(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 ~~as long as necessary~~ ^{as necessary}, always subject, however, to the following specific conditions, restrictions and considerations:

No rights are granted under this easement except to place the above described fill. This easement will be automatically terminated upon the completion of the fill, with no obligation upon the second party to place any fill material except as it becomes available and feasible from time to time from construction projects.

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:

Not Applicable

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof

Not Applicable

(OFFICIAL)

After recording, return to Mr. & Mrs. J. C. Mc...

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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.

Donald E. Kucera
Nancy L. Kucera

(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

March 18, 1977

Personally appeared the above named Donald and Nancy Kucera and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) Carolyn Johnson
Notary Public for Oregon
My commission expires: 2-1-81

STATE OF OREGON, County of } ss.
Personally appeared _____, 19____

_____ 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

(FORM No. 920)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Donald E. Kucera and

Nancy L. Kucera, husband & wife

AND

Klamath County

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 29th day of MARCH, 1977, at 12:26 o'clock P.M., and recorded in book M.77 on page 5216 or as file number 27335, Record of DEEDS of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By _____ Deputy

After Recording Return to _____

thence at right angles, Northwest along said right-of-way line, a distance of 195.3 feet; thence south, a distance of 506.7 feet to a point lying on the northerly line of the right-of-way of said County Road; thence easterly along said northerly right-of-way line a distance of 390 feet, more or less, to the point of beginning.