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7A38-16496-D

AGREEMENT FOR EASEMENT

Vol. 78

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THIS AGREEMENT, Made and entered into this
by and between JAMES J. GLESSNER

16 day of October, 1978.

hereinafter called the first party, and FLEMMING KRAMER JAKOBSEN and JOANNA LEE
PIERCE, 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 W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 31 South, Range 7 East of the
Willamette Meridian, in the County of Klamath, State of Oregon,
lying Southerly of Sand Creek.

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

A 60' easement along the West side of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28,
Township 31 South, Range 7 East of the Willamette Meridian, in the
County of Klamath, State of Oregon, lying Southerly of Sand Creek.

For the purpose of ingress and egress, this easement is in favor of
the property known as the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 31 South,
Range 7 East of the Willamette Meridian, in the County of Klamath,
State of Oregon, lying Northerly of Sand Creek.

(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 runs with the land, 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:

CONSENT TO THE FOLLOWING EASEMENT OR EASEMENTS:

The easement described above shall continue in effect during the term of years hereinafter stated, and the first party's right of way shall be parallel with said center line and not more than _____ feet distant from either side thereof.

Except as specifically provided herein, the first party's right of way shall be subject to the same conditions and restrictions as the land to which it is attached.

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.

James J. Glesner

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

STATE OF OREGON, County of _____ ss.

County of Klamath, 19 78

Personally appeared the above named

James J. Glesner
and acknowledged the foregoing instrument to be
his voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Donna K. Wick
Notary Public for Oregon
My commission expires 1/21/79

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:

Notary Public for Oregon
My commission expires _____

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

STATE OF OREGON

County of Klamath ss.

I certify that the within instru-
ment was received for record on the
17th day of October, 1978,
at 10:57 o'clock A.M., and recorded
in book M78 on page 23192 or as
file/reel number 56807

Record of Deeds _____ of said county.
Witness my hand and seal of
County affixed.

Wm. D. Milne

Recording Officer

By Bernetha Skitch Deputy

AFTER RECORDING RETURN TO

TA Donna

SPACE RESERVED
FOR
RECORDERS USE