

TC

71903

## AGREEMENT FOR EASEMENT

Vol. 179 Page 18651

THIS AGREEMENT, Made and entered into this 31<sup>ST</sup> day of July, 1979,  
by and between John F. McCormick and Pamela J. McCormick, formerly Pamela J. Moffett,  
hereinafter called the first party, and James H. Ballard, Jr.  
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:

Lot 31 of Section 5 and that portion of Lot 2 of Section 8 lying East of Hwy. 62,  
all in Township 35 South, Range 7 East of the Willamette Meridian,

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 Thousand Dollars (\$1,000.00)  
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 road easement for  
ingress and egress purposes from the second party's real estate (Lot 32 in said  
Section 5, Township 35 S., Range 7 E.W.M.) to the easement recorded in Klamath  
County Deed Records Book Vol. M68 page 9918.

(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: It shall be used for  
ingress and egress purposes only.

THIS AGREEMENT, MADE AND ENTERED INTO THIS 31<sup>ST</sup> DAY OF JULY, 1979,  
BY AND BETWEEN John F. McCormick and Pamela J. McCormick, formerly Pamela J. Moffett,  
hereinafter called the first party, and James H. Ballard, Jr., hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

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all in Township 35 South, Range 7 East of the Willamette Meridian,

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NOW, THEREFORE, in view of the premises and in consideration of One Thousand Dollars (\$1,000.00)  
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-  
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Section 5, Township 35 S., Range 7 E.W.M.) to the easement recorded in Klamath  
County Deed Records Book Vol. M68 page 9918.

(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.

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WHEREAS: The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

Lot 31 of Section 5 and that portion of Lot 2 of Section 8 lying East of Hwy. 62,  
all in Township 35 South, Range 7 East of the Willamette Meridian,

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: Beginning at a point 10 feet North of the South boundary and 5 feet West of the East boundary of said Lot 32; thence South parallel to the East boundaries of said Lots 31 and 2, 285 feet to a point; thence North  $86^{\circ} 44'$  West 95 feet, more or less, to a point on the easement described in Klamath County Deed Records Book Vol. M68, page 9918 and second party's right of way shall be parallel with said center line and not more than five 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.

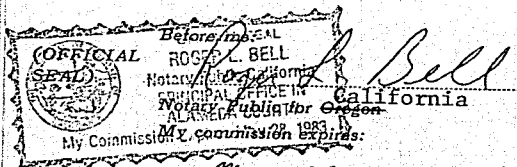
(If the above named first party is a corporation, use the form of acknowledgment opposite.)

STATE OF California

County of ALAMEDA

July 31, 1979

Personally appeared the above named John F. McCormick & Pamela J. McCormick and acknowledged the foregoing instrument to be their voluntary act and deed.



(ORS 93.490)

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 \_\_\_\_\_

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

AND

AFTER RECORDING RETURN TO

WINEMA REAL ESTATE

P.O. Box 376

CH-000W, OR 97624

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 6th day of August, 1979, at 1:43 o'clock P.M., and recorded in book M79 on page 3654 or as file/reel number 71903, Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By \_\_\_\_\_ Deputy