

TC

79642

AGREEMENT FOR EASEMENT

LSS 21:00 Vol. 1180 Page 1249



THIS AGREEMENT, Made and entered into this 14th day of January, 1980, by and between RUSSELL and ALISSA K. FITZGERALD hereinafter called the first party, and MILLER and Lavina ANDERSON hereinafter called the second party;

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

N $\frac{1}{2}$ of Section 9, Township 36 South, Range 12 East, Willamette Meridian

LOS EVEREWEAL
VCHHEEWEL

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

An easement, 30 feet in width, lying north of the southerly boundary of the N $\frac{1}{2}$ of Section 9, Township 36 South, Range 12 East, Willamette Meridian, commencing on the westerly boundary of said property and commencing easterly 2670 feet, together with an easement 30 feet in width, lying east of the entire westerly border of the NW $\frac{1}{4}$ of Section 9, Township 36 South, Range 12 East, Willamette Meridian

(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 ofperpetual....., always subject, however, to the following specific conditions, restrictions and considerations:

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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 15 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
January 17, 1980

Personally appeared the above named
Russell Fitzgerald and Alissa
Fitzgerald
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

My commission expires:

9-22-81

STATE OF OREGON, County of Klamath) ss.

January 17, 1980
Personally appeared Russell Fitzgerald and
Alissa K. Fitzgerald who, being duly sworn,
each for himself and no 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

Russell Fitzgerald

Alissa K. Fitzgerald

AND

Miller Anderson

Lavina Anderson

(AFTER RECORDING RETURN TO)

Miller Anderson

PO Box 231
Beatty, OR 97621

STATE OF OREGON

County of Klamath) ss.

I certify that the within instru-
ment was received for record on the
22nd day of January, 1980,
at 8:37 o'clock A.M., and recorded
in book M-80 on page 1249 or as
file/reel number 79642.
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Wm. D. Milne - County Clerk
Recording Officer

Fee \$7.00

By [Signature] Deputy