

23648

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 25 day of March, 1983,  
by and between CARL CROY and LINDA CROY, husband and wife  
hereinafter called the first party, and WILLIAM F. SARGESON and LUCIA SARGESON,  
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:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 12, Township 41, Range 10 E. W. M., and  
that portion of Lot 7 lying North of the Southern Pacific  
Railroad Right of Way.

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

An easement 15' wide for ingress and egress along the East  
side of NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 12, Township 41, Range 10, E. W. M.,  
for a distance of approximately 2100' to the existing North  
line of the Southern Pacific Railroad Right of Way; thence  
West following along the north side of the Southern Pacific  
Railroad Right of Way for a distance of approximately 800'  
of the East boundary of the Lost River.

(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 perpetual. , always subject,  
however, to the following specific conditions, restrictions and considerations: None

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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:

n/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.

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 OREGON,

County of Klamath } ss.

March 25, 19 83

Personally appeared the above named Carl Croy and Linda Croy

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

OFFICIAL  
SEAL

Notary Public for Oregon

My commission expires

(ORS 93.490)

STATE OF OREGON, County of Klamath } ss.

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Personally appeared

and

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

William F Sargeson  
363 Reed Drive  
Lafayette CA 94549

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 18th day of May, 19 83, at 11:54 o'clock AM, and recorded in book reel volume No. M83 on page 7763 or as document fee file instrument microfilm No. 23648 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Debra L. Gove Deputy