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26637

AGREEMENT FOR EASEMENT

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KJUNHEV LITTE' ON 19801

3001 THIS AGREEMENT, Made and entered into this _____ day of July, 1983,
by and between Terri and Roger McClurg, husband and wife
hereinafter called the first party, and Lorena L. Short
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 South 1/2 of Lots 28 and 29, Highland Park Subdivision,
according to the official plat thereof in file in the office
of the Klamath County Clerk.

LOE EVEREEMAL
VCBEENEWAL

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 a perpetual easement to continue the use of the existing septic system, including but not limited to tank, box, and leach lines, and the existing water lines located within the above-described realty, serving the premises of the second party.

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

This easement shall automatically expire in the event that the second party abandons the systems described above, and second party shall upon request execute a recordable document evidencing such expiration.

103 AUG 5 PM 2 40

pool

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/A

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EXHIBITION
SUBJECT
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,) ss.
County of Klamath)
July 25, 1983

Personally appeared the above named
Terry and Roger McClurg

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

Before me:

Anna M. Files
Notary Public for Oregon

My commission expires: 6-19-87

Terry L. McClurg
Terry L. McClurg

Roger W. McClurg
Roger McClurg

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

_____ 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

Terri and Roger McClurg

AND

Lorena L. Short

AFTER RECORDING RETURN TO

Lorena L. Short
3004 Western
Klamath Falls, OR 97601

STATE OF OREGON,) ss.
County of Klamath)

I certify that the within instru-
ment was received for record on the
5th day of AUG 1983
at 2:00 o'clock P.M. and recorded
in book/reel/volume No. M83 on
page 12961 or as document/fee/tile/
instrument/microfilm No. 26637.
Record of DEEDS
of said County.

Witness my hand and seal of
County affixed.
Evelyn Biehn, County Clerk
By *Shirley Lewis* Deputy
8.00 fee