

TC

30412

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 9th day of November, 1983,
by and between Edward E. Ground and Virginia G. Ground, husband and wife,
hereinafter called the first party, and Alton Fairchild and Lucy Fairchild, husband and wife,
hereinafter called the second party;

WITNESSETH:

Klamath

WHEREAS: The first party is the record owner of the following described real estate in
County, State of Oregon, to-wit: The Easterly 12 feet of the W $\frac{1}{2}$ of the following described
property: Beginning at a point which lies North 89° 06' East a distance of 30 feet and
South 0° 54' East along the East line of right of way of Patterson Street, a distance of
900 feet from the iron pin which marks the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 in
Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 89°
06' East 210 feet to a point; thence South 0° 54' East a distance of 100 feet to a point;
thence South 89° 06' West at right angles to the said East line of Patterson Street, a
distance of 210 feet to a point on the said East line of said Patterson Street; thence
North along the said East line of Patterson Street a distance of 100 feet to the point of
beginning.

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 for roadway purposes over the above described property. Said easement
is appurtenant to that certain property conveyed to Alton Fairchild and Lucy Fairchild,
husband and wife, by instrument recorded in Volume 294 at Page 228, Deed Records
of Klamath County, Oregon.

(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:

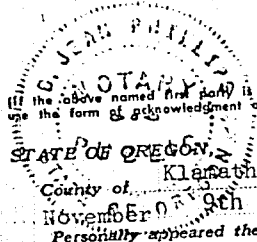
If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than 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.



Edward E. Ground and Virginia G. Ground
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

My commission expires: 3-2-84

(ORS 93.490)

STATE OF OREGON, County of) ss.
19.....

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

Mr. and Mrs. Alton Fairchild
2841 Patterson
Klamath Falls, Oregon
97603

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
9th day of November, 1983, at 2:24 o'clock P.M., and recorded
in book reel volume No. M83 on
page 12313, or as document/file/
instrument/microfilm No. 30412.
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.
Evelyn Biehn, County Clerk
By Pam Smith, Deputy

Fee: \$8.00