

H10-13484K
AGREEMENT FOR EASEMENTVol. 1484 Page

6837



THIS AGREEMENT, Made and entered into this 19th day of April, 1984
by and between Lawrence L. Weinberg and Ruby Thomas Weinberg, husband and wife
hereinafter called the first party, and Michael S. Hricziscse
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:

A parcel of land situate in Lot 1, Block 65, NICHOLS ADDITION TO THE
CITY OF KLAMATH FALLS, more particularly described as follows:
Beginning at the Southeastly corner of Lot 1, Block 65, NICHOLS ADDITION
TO THE CITY OF KLAMATH FALLS, thence running Northwesterly and parallel with
Ninth Street, 52 feet; thence running Southwesterly and parallel with
Grant Street, 86 feet; thence running Southeastly and parallel with
Ninth Street, 52 feet; thence running Northeastly and parallel with
Grant Street, 86 feet, more or less, 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 acknowi-
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 driveway purposes over and across the Southwesterly 5
feet of the above described property, for the benefit of the following
described parcel of land:

A parcel of land situate in Lot 2, Block 65, NICHOLS ADDITION TO THE CITY
OF KLAMATH FALLS, more particularly described as follows:
Beginning at the most Easterly corner of Lot 2, Block 65, NICHOLS ADDITION
TO THE CITY OF KLAMATH FALLS, running thence Northwesterly along the
Northeastly line of said Lot 2 a distance of 100 feet; thence Southwesterly
parallel with Grant Street (formerly Franklin Street), 54 feet; thence
Southeastly parallel with the Northeastly line of Lot 2 a distance of
100 feet to the Northerly line of Grant Street; thence Northeastly along
(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:

** (Legal Description continued)
the Northerly line of Grant
Street to the place of beginning**
NOTE: See Exhibit "A" attached
hereto being a Lot Certification
of Second Parties Real Property.

84 APR 25 PM 1 43

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:

6838

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.

Lawrence L. Weinberg

Lawrence L. Weinberg

Ruby Thomas Weinberg

Ruby Thomas Weinberg

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

STATE OF OREGON

County of Klamath

April 19th 1984

Personally appeared the above named
Lawrence L. Weinberg and Ruby
Thomas Weinberg and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

My commission expires: 11/16/87

(ORS 93.490)

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

AND

AFTER RECORDING RETURN TO

Mountain Title Company Inc
P.O. Box 5017
Klamath Falls, Oregon 97601

STATE OF OREGON,

County of) ss.

I certify that the within instru-
ment was received for record on the
..... day of 19.....
at o'clock M., and recorded
in book/reel/volume No. on
page or as document/tee/file/
instrument/microfilm No.
Record of
of said County.

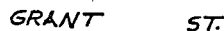
Witness my hand and seal of
County affixed.

NAME

By TITLE
Deputy

Douglas E. Adkins, P.E.

6839



Sly 100' of Ely 54', Lot 2, Block 65 of
Nichols Addition
Klamath Falls, Oregon.

I hereby certify that the within instrument was received and filed for record on the 25th day of April A.D., 1984 at 1.43 o'clock P M, and duly recorded in Vol M84, of Deeds on page 6837.

by: Pam Smith, Deputy

Fee: \$ 12.00