

TC

54768

AGREEMENT FOR EASEMENT Vol 185 Page 17385

THIS AGREEMENT, Made and entered into this 10 day of June, 1984, by and between WILBUR B. HESCOCK and PATRICIA M. HESCOCK, husband and wife, hereinafter called the first party, and GREGORY ALLEN THEDE and PATRICIA JANET THEDE, 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:

Lots 3, 4 and 5, Block 4, FIRST ADDITION TO FORT KLAMATH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH that portion of vacated Cross Street, which inured thereto.

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 personal, exclusive Easement In Gross, for an existing personal garage, together with ingress and egress thereto, which encroaches over the real property of the First Party. Said easement is not to "run with" the property of the Second Party, more particularly described as all of Block 5, FIRST ADDITION TO FORT KLAMATH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING therefrom the Southerly 20 feet thereof conveyed to the State of Oregon, by Deed recorded March 25, 1933 in Volume 99, page 498, Deed Records of Klamath County, Oregon, TOGETHER WITH that portion of vacated Cross Street adjacent to said Block on the West side thereof, which inured thereto.

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

Said easement shall terminate, extinguish and revert back to First Party in the event: a) The above-described property of the Second Party is in any way transferred, conveyed, leased or assigned to any person other than lawful descendants of Second Party, it being the intent of the parties hereto that this easement is restricted to ownership by Second Party or their lawful descendants; or b) Said garage is moved or destroyed.

The said easement is described as follows:

That portion of First Party's real property encroached upon by the aforementioned garage structure PLUS a strip of land approximately 3½ feet wide along the East boundary of First Party's property from the front of said garage in a generally southerly direction to the southern boundary of said property abutting Highway 62.

The parties hereto agree this easement is personal to Second Party and their lawful descendants and shall not be assigned, conveyed or transferred by Seond Party. Any attempt to assign, convey or transfer shall be void & shall terminate & extinguish this easement. 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 WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the 10 day of April 1998 first hereinafore written.

x Wilbur B. Hescock
Wilbur B. Hescock
x Patricia M. Hescock
Patricia M. Hescock

(ORS 93.490)

STATE OF OREGON, County of Klamath
October 22, 1985

Personally appeared Gregory A. Thede and Patricia Janet Thede who, being duly sworn, 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 _____.

....., 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)~~

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 22 day of October, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gregory A. Thede and Patricia Janet Thede

known to me to be the identical individual^S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

my official seal the day and year last above written.

Ann Stelle
Notary Public for Oregon
My Commission expires 7/14/89

Return:
Mary @ MTC

STATE OF OREGON: COUNTY OF KLAMATH: §§.

Filed for record at request of _____ the 25th day
of _____ October _____ A.D., 19 85 at 11:30 o'clock A M., and duly recorded in Vol. _____
_____ of _____ Deeds _____ on Page 17385

FEE \$9.00

Evelyn Biehn
By _____

County Clerk