

TC

77874

## AGREEMENT FOR EASEMENT

Vol 1787

14137

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of July, 1987, by and between DOROTHY L. HAINES hereinafter called the first party, and ELSIE B. GRIGGS 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 80 feet of Lot 486 in Block 114, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 an easement for the existing building encroaching onto real property of the first party as shown on Lot Certification attached hereto.

(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 the existence of the encroaching structure however, to the following specific conditions, restrictions and considerations: always subject,

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:

14198

See attached copy of Lot Certification

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.

*Dorothy L. Haines*  
Dorothy L. Haines

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

STATE OF OREGON,

County of *Clatsop* } ss.

Personally appeared the above named *Dorothy L. Haines* and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires:  
*7-19-88*

(ORS 93.490)

STATE OF OREGON, County of .....

Personally appeared ..... ) ss.

..... 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.

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

### AGREEMENT FOR EASEMENT BETWEEN

Dorothy L. Haines

AND

Elsie Griggs

AFTER RECORDING RETURN TO  
Klamath First Federal  
P. O. Box 5270  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of ..... } ss.

I certify that the within instrument 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/fee/file/instrument/microfilm No. .... Record of ..... of said County.

Witness my hand and seal of County affixed.

By *[Signature]* TITLE Deputy