

TC

92648

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this day of October, 19 88,
by and between OLIVIA DANIEL AND ALMA ROY
hereinafter called the first party, and Leonard E. Shill and Ronald E. Shill
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 North one-half of Lot 7, less the Easterly 22.5 feet thereof, and the North
one-half of Lot 8, Block 55, of SECOND HOT SPRINGS 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.

(Account No. 3809 28CC Tax Lot 3800)

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 driveway purposes over and across the following described property:

The Southerly 4 feet of the North $\frac{1}{2}$ of Lots 7 and 8, excepting the Easterly
22.5 feet of Lot 7, all in Block 55, SECOND HOT SPRINGS 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.

Said easement is appurtenant to the real property of the Second Party more particularly
described as follows:

The Southeasterly one-half of Lots 7 and 8, Block 55, SECOND HOT SPRINGS 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.

(Insert here a full description of the nature and extent 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:

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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.

Olivia Daniel

Alma Roy

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

Personally appeared the above named OLIVIA DANIEL & ALMA ROY

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

Before me:
OFFICIAL SEAL

Notary Public for Oregon

My commission expires: 12-1-91

STATE OF OREGON, County of

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

....., 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)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

GARY SHILL

201 CALIF. AVE.

KLAMATH FALLS OR 97601

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 14th day of Oct., 1988, at 11:33 o'clock AM., and recorded in book/reel/volume No. M88 on page 17297 or as document/fee/file/instrument/microfilm No. 92648. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk..

Pauline Millis, Deputy

Fee \$13.00