

2994

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 22nd day of July, 1989,

by and between WILBUR B. HESCOCK AND PATRICIA M. HESCOCK, husband and wife
 hereinafter called the first party, and GREGORY A. THEDE AND PATRICIA J. 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 of FIRST ADDITION TO FORT KLAMATH, according to the
 official plat thereof on file in the office of the County Clerk of Klamath County,
 TOGETHER WITH that portion of vacated Cross Street which inurred thereto.
 ALSO TOGETHER with that portion of vacated alley which inurred 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 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 over the
 Easterly line the real property described above for garage encroachment. Said garage
 encroaches approximately 2 feet onto the first parties real property.
 Said easement is appurtenant to the real property of the second party, being more
 particularly described as follows:

All of Block 5 of 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 at page 498, Deed
 Records of Klamath County, Oregon.

ALSO TOGETHER with that portion of vacated Cross Street which inurred thereto.

*Said easement shall terminate at such time the existing garage is moved or destroyed.

(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:

as described as follows:

If the easement is for a right of way, and of service, the first party shall have the right to use the

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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:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO FOR EXACT LOCATION OF GARAGE ENCROACHMENT.

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, _____ day and year first hereinabove written.

Wilbur B. Hescoc
Patricia M. Hescoc

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

STATE OF OREGON, County of _____

County of _____

July 25, 1989

Personally appeared the above named

Wilbur B. Hescoc and Patricia M. Hescoc

and acknowledged the foregoing instrument to be

their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/10/91

Patricia M. Hescoc

STATE OF OREGON, County of _____

Personally appeared _____

_____ 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)

VIDEO AGREEMENT FOR EASEMENT

BETWEEN

County of _____

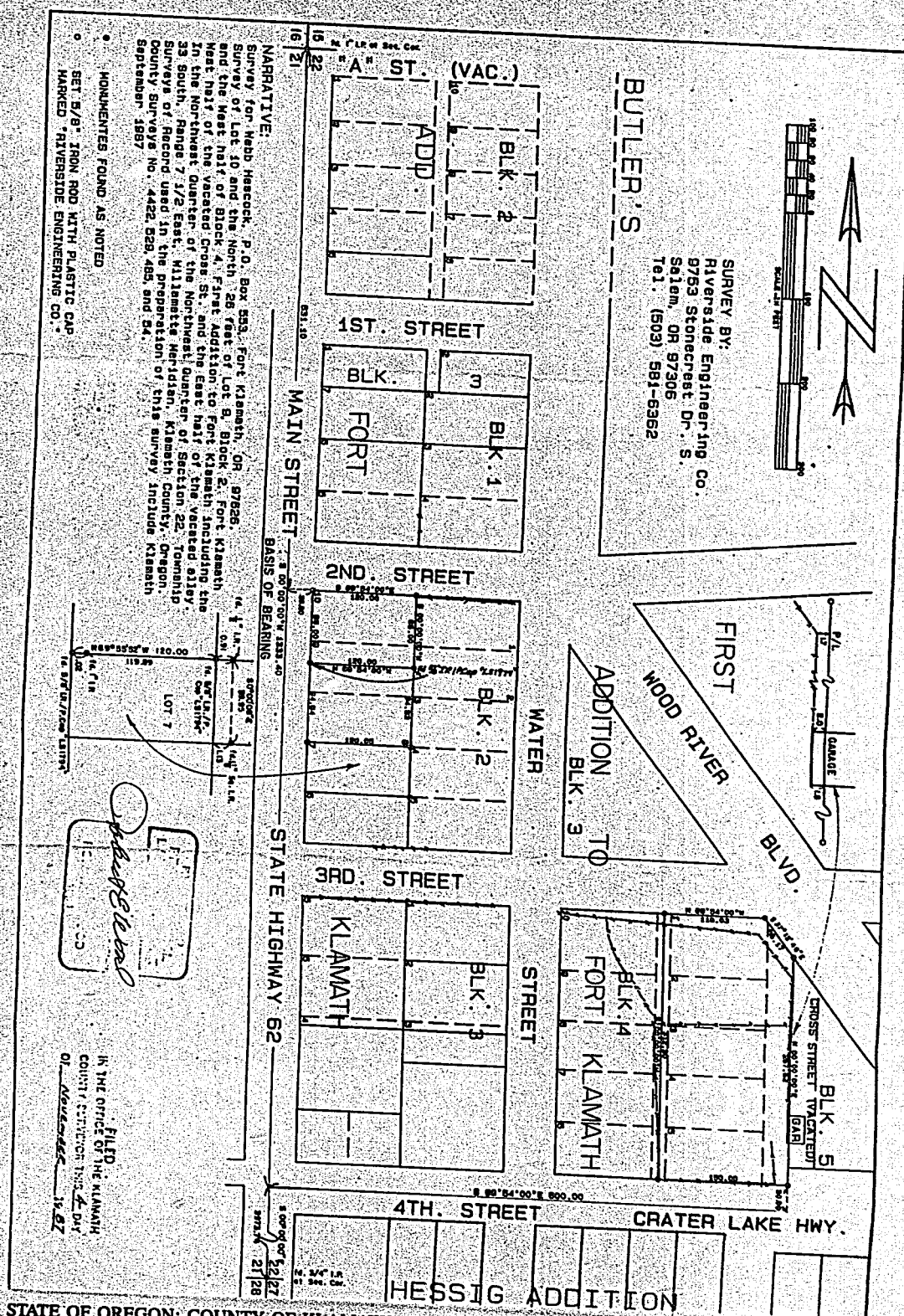
AFTER RECORDING RETURN TO

STATE OF OREGON, County of _____

STATE OF OREGON, County of _____

21720

By _____ Deputy



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 25th day
 of July A.D., 19 89 at 4:19 o'clock PM., and duly recorded in Vol. M89
 of Deeds on Page 13581

FEE \$18.00

Evelyn Biehn County Clerk

By Danline Mickelson