

mre 25436

## AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 10th day of MAY, 1991, by and between HARRY HOLLIDAY BROWN, hereinafter called the First Party and LENA BELL BROWN, hereinafter called the SECOND PARTY;

## W I T N E S S E T H:

WHEREAS: The First Party is the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

The S $\frac{1}{2}$  of Lot 7, Block 3, ALTAMONT ACRES, Second Addition

and has the right to grant the easement hereinafter described relative to said real estate; and

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 is hereby acknowledged by the First Party, it is agreed as follows:

The First Party does hereby grant, assign and set-over to the Second Party, an encroachment easement of all that real property situate in Klamath County, State of Oregon, described as follows, to-wit:

An exclusive easement for encroachment by the existing temporary storage building, which such building encroaches a distance of approximately four feet across the property line into First Party's real property. Such building is approximately 18 feet in length and is located approximately 78 feet from the right of way line of Bisbee Street. Such encroachment easement is further described on Exhibit A, attached hereto and incorporated herein by reference as if fully set forth.

Said easement to be appurtenant to each and every portion of the following described real property, located in the County of Klamath, State of Oregon, to-wit:

The N $\frac{1}{2}$  of Lot 7, Block 3, ALTAMONT ACRES, Second Addition

The Second Party shall have all personal rights to use said encroachment easement as is necessary for the Second Party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto. Such personal rights shall terminate, however, at such time as the temporary storage building either ceases to be used as a temporary storage building, or requires repair, the cost of which is in excess of \$500.00

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 be for the life of Second Party, or upon earlier termination due to change in use, or the necessity of completion of repairs to the encroaching building.

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, subject, however, to the termination provisions and conditions contained hereinabove.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the

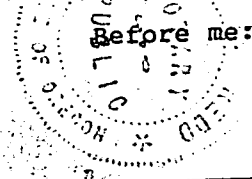
feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the First Party hereto has subscribed this instrument on the day and year first above written.

*Harry Holliday Brown*  
HARRY HOLLIDAY BROWN

STATE OF OREGON/County of Klamath) ss.

10th day of May, 1991, personally appeared the above-named HARRY HOLLIDAY BROWN on this his voluntary act and deed.



*Kristi J. Redd*  
Notary Public for Oregon  
My Commission Expires: 11/16/91

AGREEMENT FOR  
EASEMENT

From

Harry Holliday Brown

to

Lena Bell Brown

AFTER RECORDING RETURN TO

Harry Brown  
1526 Lakeview  
Klamath Falls, OR 97601

STATE OF OREGON/County of Klamath)ss

I certify that the foregoing instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_, 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: \_\_\_\_\_

Deputy

