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MUL 27683 AGREEMENT FOR EASEMENT

Vol. ma 2 Page 11784@

THIS AGREEMENT, Made and entered into thislst day ofJune	1992
by and between Manford E. Carmickle & Ethel B. Carmickle	
hereinafter called the first party, and Jack L. Bennett & Joyce Bennett	
, hereinafter called the second party;	
Witnesseth.	

A parcel of land situated in Lots 6 and 7, Block 48, BUENA VISTA, more particularly described as follows:

See Attached Description.

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

See Attached Description.

(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 hereinalter 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 permanent easement liways subject, however, to the following specific conditions, restrictions and considerations:



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 description

	Company of the Compan
distant from either side thereof.	llel with said center line and not more than* feet
During the existence of this easemen	t, its maintenance and the cost of said maintenance shall be the
responsibility of (check one): [] the first pe	arty; the second party; both parties, share and share alike;
both parties, with the first party being res	ponsible for
%. (If the last alternative is selected	d, the percentages allocated to each party should total 100.) to the benefit of, as the circumstances may require, not only the
This agreement shall bind and mure	ective heirs, executors, administrators and succesors in interest as
well.	
In construing this agreement, where th	e context so requires, the singular includes the plural and all gram-
matical changes shall be made so that this a	greement shall apply equally to individuals and to corporations. It
the undersigned is a corporation, it has caus	ed its name to be signed and its seal affixed by an officer or other
person duly authorized to do so by its board	of directors.
IN WITNESS WHEREOF, the parts	ies hereto have executed this easement in duplicate.
Dated June 1 19.92	
Dated	
Maybord & Cumulle	Hurry Vernell >
& 11 1 0 0 · 11	13 al
Other B Camiche) ou of ly sel
FIRST PARTY	SECOND PARTY
STATE OF OREGON (County of Klamath ss.
This instrument w	vas acknowledged before me on June l, 1992,
9. 1161 by Joyce Benne	ttommer on a company and the content of the content
The residence of	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
by Manford E.	Carmickle
by xax Ethel B. Ca	rmickle
LITTIC by xofx Jack L Ben	nett // // /
	Laulex II. I supelyon
	Notary Public for Oregon
	My commission expires 4/9/93
* ODERATEM	STATE OF OREGON, $SSS.$
AGREEMENT FOR EASEMENT	County of
BETWEEN	I certify that the within instru- ment was received for record on the
Manford E. Carmickle	day of, 19,
The state of the s	at
Ethel B. Carmickle	in book/reel/volume Noon
grand the by AND const	SPACE RESERVED page or as fee/file/instru-
Jack L. Bennett	FOR ment/microfilm/reception No
	H of the section of t
	RECORDER'S USE Record of
Joyce Bennett	of said County.
	of said County. Witness my hand and seal of
Joyce Bennett AFTER RECORDING RETURN TO	of said County.
Joyce Bennett AFTER RECORDING RETURN TO MANFORD E. CARMICKIE	of said County. Witness my hand and seal of County affixed.
Joyce Bennett AFTER RECORDING RETURN TO	of said County. Witness my hand and seal of

ACCESS EASEMENT FOR LOT 5, BLOCK 48, BUENA VISTA ADDITION

A strip of land being 18 feet wide for ingress and egress over and across a portion of Oregon Avenue vacated by City of Klamath Falls Ordinance No. 6393 and recorded in Deed Volume M82, Pages 7457 through 7460 of the Klamath County Deed Records, said strip of land being 9 feet on each side of the following described centerline:

Commencing at the northerly corner common to Lots 5 and 6, Block 48, Buena Vista Addition to the City of Klamath Falls, Oregon; thence N.47°59'30"E., along the prolongation of the line common to said lots 5 and 6, 12.30 feet to the true point of beginning, said point being on a curve concave to the northeast having a radius of 110.60 feet, to which point a radial line bears S.47°15'18"W.; thence northwesterly, along said curve 52.65 feet (central angle of said curve = 27°16'33") to a point on the present right of way line of Oregon Avenue as described in said Deed Volume and shown on R.O.S. 4887 as filed in the office of the Klamath County Surveyor. The side lines of said strip to be shortened or lengthened to terminate on the beginning and ending lines as described above.

> REGISTERED PROFESSIONAL LAND-SURVEYOR

OREGON JANUARY 15, 1987 THOMAS DEL SANTO

2250

STATE OF OREGON, County of Klamath

Filed for record at request of:

Mountain Title Co. on this <u>1st</u> day of <u>June</u> A.D., 19 <u>92</u> __ o'clock __ P_M. and duly recorded 3:37 in Vol. M92 of Deeds Page 11784 Evelyn Biehn County Clerk Doulene Millendere Deputy.

Fee. \$40.00