

AGREEMENT FOR EASEMENT

ATC 01052107

Vol. M01 Page 3321

THIS AGREEMENT, Made and entered into this 21st day of November, 1920, by and between Gay Elizabeth Jarvinen hereinafter called the first party, and Tom Vertel 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:

Lot 27 in Sec. 5, Township 35 S, Range 7 East, Of the Willamette Meridian, Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the 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

A road easement for ingress and egress purposes from the first party's real estate to the second party's real estate commencing at a point in the Southeast corner of Lot 27 in Section 5, Township 35 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon, on the Eastern border of Lot 27 where the existing roadway crosses Lot 26, thence Westerly along said roadway, to the Eastern boundary of Highway 62.

A perpetual ^{underground} utility easement from Lot 27 to Lot 26 (described above) shall also be hereby granted to the second party from the first party without further considerations.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

<p>AGREEMENT FOR EASEMENT</p>	<p>STATE OF OREGON,</p>
<p>BETWEEN</p>	
<p>AND</p>	<p>SPACE RESERVED FOR RECORDER'S USE</p>
	<p>State of Oregon, County of Klamath Recorded 01/26/01, at 3:36 p.m. In Vol. M01 Page 3321 of</p>
<p>After recording return to (Name, Address, Zip):</p>	<p>Linda Smith, County Clerk Fee \$ 21⁰⁰</p>
	<p>By _____, Deputy</p>

2001 JAN 26 PM 3:36

31A

1063

The second party shall have all rights of ingress and egress to and from the 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 Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

see addendum A

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

center line of existing road.

and second party's right of way shall be parallel with the center line and not more than 7 1/2 feet distant from either side thereof.

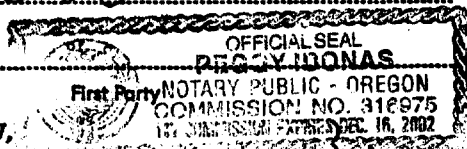
During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Tom Vertel



STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on Dec. 15, 2000, by Tom Vertel

of _____

Peggy Idonas
Notary Public for Oregon
My commission expires 12/16/2002

Gray E. Jansson



STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on Dec. 15, 2000, by Gray E. Jansson

of _____

Jackie G. Barney
Notary Public for Oregon
My commission expires 08-20-04

ADDENDUM A

01052107

The terms of this easement are as follows:

1. Grantee, his agents, independent contractors and invitees shall use the easement strip for road purposes only for access to the property described above and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road centerline and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement strip. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement strip when and if requested by Grantor.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip. Grantee shall pay Grantor for any merchantable timber or other property of Grantor's damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.