

TC 84028

Vol. 1780 Page 10328

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 6th day of May, 1980, by and between Rodney O. Swanson hereinafter called the first party, and Klamath County, Oregon, hereinafter called the second party;

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

Lot 60, Lamron Homes

Re-recorded to show date of agreement.

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

a fifteen (15) foot drainage easement to construct and maintain a drain pipe

(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 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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

80 MAY 6 PM 4 20

80 JUN 6 AM 10 26

10328 8378  
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:

A strip of land fifteen (15) feet wide adjacent to and parallel with the south boundary of Lot 60 of Lamron Homes

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.

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

STATE OF OREGON,

County of Klamath

May 6, 1980

Personally appeared the above named Rodney O. Swanson & Susan Kay Swanson and acknowledged the foregoing instrument to be his and her voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 2/13/84

(ORS 93.490)

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_

\_\_\_\_\_ 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)

INDEXED

AGREEMENT  
FOR EASEMENT  
BETWEEN

Rodney O. Swanson

AND

Klamath County, Oregon

AFTER RECORDING RETURN TO

KLAMATH COUNTY ENGINEER'S OFFICE  
VETERANS MEMORIAL BUILDING  
KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 6th day of May, 1980, at 4:20 o'clock P.M., and recorded in book M80 on page 8317 or as file/reel number 84028

Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By Bernetha H. Hetch Deputy

Fee \$7.00

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of June A.D., 1980 at 10:26 o'clock A.M., and duly recorded in Vol M80 of Deeds on Page 10328

FEE None

WM. D. MILNE, County Clerk

By Bernetha H. Hetch Deputy