

93172

## AGREEMENT FOR EASEMENT

Vol. 1780 Page 23201

THIS AGREEMENT, Made and entered into this 19 day of NOVEMBER, 1980, by and between DENNIS H. FASSLER hereinafter called the first party, and ALL UTILITIES (P.E. & E.; BELL TELEPHONE; CABLE T.V.; WATER), 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: ① THAT SECTION OF CARLYLE ST. FROM THE CENTERLINE SOUTH TOWARDS LOT 13, BLOCK 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AVE AND LEXINGTON AVE BLOCK 31, ② LOT 13 THRU 24, BLOCK 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, 1

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 10' WIDE X 150' LONG STRIP OF LAND FOR ALL UTILITIES, WITH THE EASTERN BORDER BEING THE WEST SIDE OF THE ALLEYWAY OF BLOCK 31, SECOND ADDITION OF THE CITY OF KLAMATH FALLS, FROM THE CENTER LINE OF CARLYLE ST. FOR 330' NORTH TO THE NORTHEAST CORNER OF LOT 24, BLK 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, THEN WEST ALONG LOT 24 BLOCK 31 FOR 10' BEING THE NORTHERN BORDER, THEN SOUTH FOR 330', 10' OFF AND PARALLEL TO THE EASTERN BORDER BEING THE EASTERN BORDER, THEN EAST ALONG THE CENTERLINE OF CARLYLE ST. FOR 10' BEING THE SOUTHERN BORDER.

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

- ① FOR UTILITIES ONLY
- ② TO RETURN PROPERTY TO SAME CONDITION AS IT WAS BEFORE WORK WAS STARTED.

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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: *NEW CENTERLINE IS LOCATED 5' WEST OF THE WESTERN SIDE OF THE ALLEYWAY OF BLOCK 31 SECOND ADDITION TO THE CITY OF KLAMATH FALLS FROM THE CENTERLINE OF CARLYLE ST NORTH TO THE NORTHERN EDGE OF LOT 24, BLOCK 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS.*

and second party's right of way shall be parallel with said center line and not more than 5' 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath  
December 1, 1980

Personally appeared the above named

Dennis H. Fassler

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 2/14/81

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

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

\_\_\_\_\_ and each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, 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)

**AGREEMENT  
FOR EASEMENT  
BETWEEN**

ALL UTILITIES

AND

DENNIS H. FASSLER

AFTER RECORDING RETURN TO

DENNIS H. FASSLER  
2219 GARDEN AVE  
KLAMATH FALLS, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$ 7.00

STATE OF OREGON, County of Klamath ) ss.

I certify that the within instrument was received for record on the 1st day of December, 1980, at 10:48 o'clock A.M., and recorded in book/reel/volume No. M 80 on page 23201 or as document/file/instrument/microfilm No. 93172. Record of DEEDS of said County.

Witness my hand and seal of County affixed.

Wm. B. Milne County Clerk

By Frederick J. Meyer Deputy