

94155

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 19 day of DECEMBER, 1980,
by and between DENNIS M. FASSLER
hereinafter called the first party, and GENE O'CONNELL
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: THAT SECTION OF CARLYLE ST. FROM LANCASTER
AVE EASTWARD TO THE ALLEYWAY BETWEEN LANCASTER AND
LEXINGTON AVE AND FROM THE CENTER LINE OF CARLYLE ST.
NORTH TO THE SOUTHERN BORDER OF LOT 13, BLOCK 31, SECOND
ADDITION TO THE CITY OF KLAMATH FALLS,

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 STRIP OF
LAND 18' WIDE BY 110' LONG LOCATED BETWEEN LANCASTER AVE
(WESTERN BORDER) AND THE ALLEYWAY (EASTERN BORDER) WITH
THE CENTER LINE OF CARLYLE (AS THE SOUTHERN BORDER) TO THE
NORTHERN BORDER 18' NORTH OF CENTERLINE AND PARALLEL TO
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:

EASEMENT IS FOR RIGHT OF WAY AND UTILITIES OF ANY TYPE.

If this easement is for a right of way over or across any land owned by the first party, the second party shall have the right to use the same for the purpose of the easement.

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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: **SHALL BE LOCATED 9' NORTH OF CENTERLINE OF CARLYLE ST BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AND LEXINGTON AVE'S.**

However, to the following specific conditions, restrictions and considerations:

The easement described above shall continue for a period of 10 YEARS and thereafter until second party's use of the above parcel expires and second party's right of way shall be parallel with said center line and not more than 9 (NINE) feet distant from either side thereof.

Except as to the rights herein granted the first party shall have the full and complete control of the space on the easement hereby granted and all rights and benefits incident thereto.

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 } ss.

12-19 day of December, 1980

Personally appeared the above named Dennis H. Fassler

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

Before me: [Signature]
(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: EXPIRES 2-12-1983

STATE OF OREGON, County of CLATSOP } 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)

AGREEMENT FOR EASEMENT BETWEEN

BETWEEN

AND

HEREBY: the first party to the

AFTER RECORDING, RETURN TO

Dennis H. Fassler
2219 Jarkus
Y. Jarkus

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STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 29th day of December, 1980, at 9:00 o'clock A.M., and recorded in book/reel/volume No. M80 on page 24993 as document/fee/file/instrument/microfilm No. 94155, Record of Deeds of said County.

Witness my hand and seal of County affixed,
Evelyn Biehn, Acting County Clerk

By [Signature] Deputy