166 2Vol 1980 Bage 24995 FORM No. 926-GENERAL EASEMENT. BYZELINCHARD SL TC 94156 AGREEMENT FOR EASEMENT EAGINE STONE THE CONSO CI 3518 NAUL D THIS AGREEMENT, Made and entered into this 26 N. TIN by and between DENNIS H. FASSLER hereinatter called the first party, and GENE O'CONNELL Deces Micoldior , hereinafter called the second party; HARAINSTON MUCHANTER WHEREAS: The first party is the record owner of the following described real estate in KLAMATH WITNESSETH: () THAT SECTION OF CARLYLE ST FROM THE CENTERUNE NORTH County, State of Oregon, to-wit: TOWARDS LOT 13 BLK 13, SRCOND ADDITION TOWTHE CITY, OF KLAMATTH FALLS BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LAUCASTER AUE AND LEXINGTON AUE (BLEX 31 ALLEYWAY) 3 EASEMENTEIRECORD FOR THAT SECTION OF CARLYLE ST FROM THE CENTER LINE, SOUTH TOWARDS LOT 8, BLK 41, SECOND ADDITION TO THE CITY OF RLAMATH FALLS WBETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AVE AND LEXINGTON AVE BLK 31 ALLEY WAY. of suid corputation and that suid institutions are equivalent if said corputation by articular of the board of effectuary acknowledged suid institution is for its remetary set and Salure west THE' ECLEVICITE E and that the sent atticed to the foregoing instructions Come and and has the unrestricted right to grant the easement hereinafter described relative to said real estate; Creat 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 acknowl-The first party does hereby grant, assign and set over to the second party A 20 WIDE X 110 Long edged by the first party, they agree as follows: STRIP OF LAND, WITH THE CENTERLINE OF CARLYLE ST (10' TO THE NORTHY 10 TO THE SOUTH OF SAID CENTERUNE) BETWEEN THE IL ANEASTERN AND STOE OF LANCASTER ANE BEING THE WESTERN BORDER AND THE HILEYWAY OF BLK 31, SECOND ADDITION TO THE CITY BRING THE RASTERN BORDER (110' APART) IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in deplocite on the day and year first hereinahove writted. that this merument sholl anoth both to individuals and to corporational the masculing includes the femining and the neuter, and generalize all changes shall be men (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 de-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 ...FREVER, always subject, however, to the following specific conditions, restrictions and considerations: O THIS IS FOR ROAD USE TO ENABLE SECOND PARTY TO TRAVEL EAST & WEST ON CARLYLE ST BETWEEN LANCASTER AVE + ALLEYWAY OF BLK 31, SECOND ADDITION TO THE CITY, + ALLEYWAY OF BLK 31, SECOND ADDITION TO THE CITY, ANY WORK ON SAVD EASENENT SHALL LEAVE SAND AREA IN SAME CONDITION AS BEFORE THE WORK WASS STARTED. 3 ALSO A UTILITY RIGHT OF WAY. 3.34

Il, this easement is for a right of way over or across first party's said real estate, the center line easement is described as follows: THE CENTERLINE OF GARLYLE ST BETWEEN LANCASTER AUE AND THE MUEYWAY OF BLOCK-31, SECOND TOP TO THE CITY OF KLANATH FAL OREGOD .and a set cars was show the SERVICE NEEDEN however, to the following specific conditions, restrictions and considerations: The externent described above shall continue for a period of third parties arising from second party's use of the rights herein granted. survey success and second party syright of way shall be parallel, with said center line and not more than distant from either side thereof. feet Except as to the rights herein granted, the first party shall have the full use and course of the discention of the eastment hereby granted and all rights and privilages incident thereis. proscy This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also there is the scheme of as the chemistances may require, not only the well. The second barts shall have all there of infrees and enters to sud there and successors in interest as (10351/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. 148 A course of the sound of the 404 H 1046 240 455 6400 X 104 30 X 30 X 30 X 30 (If the 'above' named lint party is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, STATE OF OREGON, County of ... County of Kames All 1012 88. TOTAL SIDE CAL Lise III 125 3C goes 19 800) . ELGUY GASTE GUG . Personally appeared Personally appeared the above named Deminismut The Soulery out each for himself and not one for the other, did say that the former is thewho, being duly sworn, and acknowledged the foregoing instrument to bel the united the latter is the With an in voluntary act and dood. Scaut the suss nont hereinster described relative Secretary of ereins NOTALY OFFICIAL Before me: 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 of said corporation by authority of its voluntary act and deed, SEAL) PU DOLO Notary Public for Oregon My commission expires: Notary Public for Oregon (OFFICIAL No. of Low Con My commission expires; SEAL) EXPIRES 2-12-1983 No BREAK S ANS AGREEMENT ON ANY STATE OF OREGON, FOR EASEMENT 1. 15 350 County of Klamath BETWEEN SS. Ver A Service I certify that the within instru-ment was received for record on the CARACTER DES 29th day of December ... 19 80 Sec. 13. C.C.S.S. ar 9:00 o'clock A.M.; and recorded County, State of OrVND: 19 WIL WHEREAS: The first party is the read of owner of the following despaged 124992 or as document/fee/file/ ALLTA PORTER'S USE instrument/microfilm No. 94156 Thereiner will a the second party; Record of _____Deeds DE MALLER AFTER RECORDING RETURN TO 5939 $\mathcal{M}_{\mathcal{M}}$ of said County. S. C135-5 Denairy . Fairler M. Made and En red rate this Witness my hand and seal of County affixed. Evelyn Biehn Acting County Clerk AGHEEMENT FOR EASEMENT Deputy -CENESVI EVZIWENI

Fee \$7.00