

94156

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 26 day of DECEMBER, 1980,  
by and between DENNIS H. 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:

- ① THAT SECTION OF CARLYLE ST FROM THE CENTERLINE NORTH TOWARDS LOT 13 BLK 13, SECOND ADDITION TO THE CITY OF KLAMATH FALLS BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AVE AND LEXINGTON AVE (BLK 3) ALLEYWAY)
- ② EASEMENT RECORD FOR THAT SECTION OF CARLYLE ST FROM THE CENTERLINE SOUTH TOWARDS LOT 8, BLK 41, SECOND ADDITION TO THE CITY OF KLAMATH FALLS BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AVE AND LEXINGTON AVE BLK 31 ALLEYWAY.

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 20' WIDE X 110' LONG STRIP OF LAND, WITH THE CENTERLINE OF CARLYLE ST (10' TO THE NORTH & 10' TO THE SOUTH OF SAID CENTERLINE) BETWEEN THE EASTERN SIDE OF LANCASTER AVE BEING THE WESTERN BORDER AND THE ALLEYWAY OF BLK 31, SECOND ADDITION TO THE CITY BEING THE EASTERN BORDER (110' APART)

(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 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.
- ② ANY WORK ON SAID EASEMENT SHALL LEAVE SAID AREA IN SAME CONDITION AS BEFORE THE WORK WAS STARTED.
- ③ ALSO A UTILITY RIGHT OF WAY.

00 6 HV 82 DEC 80

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: **24996**  
**THE CENTERLINE OF CARLYLE ST BETWEEN LANCASTER AVE AND THE ALLEYWAY OF BLOCK 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, STATE OF OREGON.**

The easement described upon shall continue for a period of **10** years and second party's right of way shall be parallel with said center line and not more than **10** 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**

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

1980

ss.

Personally appeared the above named **Dennis W. Fass**

Personally appeared \_\_\_\_\_

and

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

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 \_\_\_\_\_

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

(OFFICIAL SEAL)

My commission expires:

EXPIRES 2-12-1983

**AGREEMENT FOR EASEMENT**  
BETWEEN

AND

WHEREBY THE PARTIES TO THE FOREGOING INSTRUMENT HAVE AGREED TO THE FOLLOWING:

AFTER RECORDING RETURN TO

**Dennis W. Fass**

**2219 Garden**  
**L. Fass**

SPACE RESERVED

RECORDED'S USE

STATE OF OREGON,

County of **Klamath**

ss.

I certify that the within instrument was received for record on the **29th** day of **December**, 19 **80**, at **9:00** o'clock **A.M.**, and recorded in book/reel/volume No. **M80** on page **24995** or as document/file/instrument/microfilm No. **94156**, Record of **Deeds** of said County.

Witness my hand and seal of County affixed.  
**Evelyn Biehn** Acting County Clerk  
NAME  
By **Bernetha H. H. H.** Deputy  
TITLE

Fee \$7.00