

94158

AGREEMENT FOR EASEMENT

Vol. 1780 Page 24998

THIS AGREEMENT, Made and entered into this 19 day of DECEMBER, 1980, by and between DENNIS H. FASSLER hereinafter called the first party, and FLOYD HAMBY & WILLE MAY HAMBY HUSBAND & WIFE, 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 31, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, BETWEEN LANCASTER AVE AND THE ALLEYWAY BETWEEN LANCASTER AVE AND LEXINGTON AVE (BLOCK 31 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, BLOCK 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 BLOCK 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 AND WEST ON CARLYLE ST BETWEEN LANCASTER AVE AND 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 AM 9 00 DEC 20 1980

ST000

3) 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: **THE CENTERLINE OF CARVER ST BETWEEN LANCASTER AVE AND THE ALLEYWAY OF BLOCK 31, SECOND ADDITION TO THE CITY OF KUMATH FALLS, KLAMATH COUNTY, STATE OF OREGON**

1) This instrument shall be subject to the following conditions, covenants and considerations:

The easement described above shall continue for a period of **10** years and shall be subject to the following conditions, covenants and considerations: **first 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.**

Except as to the rights herein granted, the first party shall have the full use and control of the whole of the easement hereby granted and all rights and privileges 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. The second party shall have the right of ingress and egress to and from said land by way of the easement hereby granted. 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.

Dennis H. Fassler

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

(ORS 93.490)

STATE OF OREGON,

County of **Klamath**

12-19-1980

Personally appeared the above named **Dennis H. Fassler**

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

STATE OF OREGON, County of _____

ss.

12-19-1980

Personally appeared _____ 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

AND

MAHEKEV2: THE FIRST PARTY IS THE

AFTER RECORDING RETURN TO

Dennis H. Fassler
2219 S. Garden
Klamath Falls, OR

SPACE RESERVED

FOR FOLLOWING

RECORDER'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, 1980**, at **9:00 o'clock AM.**, and recorded in book/reel/volume No. **M80** on page **24998** or as document/fee/file/instrument/microfilm No. **94158**, Record of **Deeds** of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, Acting County Clerk

By *Smitha S. S. S.* Deputy

Fee \$7.00