

94159

AGREEMENT FOR EASEMENT

EASTON DISTRICT CLERK OF CLATSOP COUNTY, OREGON
day of DECEMBER, 1980

THIS AGREEMENT, Made and entered into this 19
by and between DENNIS M. FASSLER
hereinafter called the first party, and DAVID HAMBY
HUSBAND & JOINT TENANT, 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 acknowl-
edged 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 BRING THE WESTERN BORDER
AND THE ALLEYWAY OF BLOCK 31, SECOND ADDITION TO THE
CITY BRING 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 de-
scribed 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

NO DEC 29 AM 9 00

13.) 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 CARLYLE ST BETWEEN LANCASTER AVE AND THE ALLEYWAY OF BLOCK 31, SECOND ADDITION TO THE CITY OF KUMATH FALLS, KUMATH COUNTY, STATE OF OREGON

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. The second birth, even here my friend of justice and others to sue them and not only.

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.

x. Deponer H. F. Fausla

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

Personally appeared the above named

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

Before me

OFFICIAL
SEAL

Notary Public for Oregon

My commission expires:

EXPIRES 2-12-1988

STATE OF OREGON, County of _____

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Personally appeared

and

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

My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

STRETWEEN

ANI

SPACE RESERVED

SPACE RESERVATION

FOR

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

RECORDER'S USE

16 DEC 1954

18. 15 AFTER RECORDING, RETURN TO

Dennis

2219 Garden

F. Falls, Or

STATE OF OREGON,

County of Klamath

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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 25000 or as document/fee/file/instrument/microfilm No. 94159. Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, Acting County Clerk

By Bernetha J. Deloach Deputy

Fee \$7.00