

872325

AGREEMENT FOR EASEMENT

Vol. 181 Page 4952

THIS AGREEMENT, Made and entered into this 18th day of March, 1981, by and between Vernon Haddeland and Robert W. Ore and Herdis E. Ore hereinafter called the first party, and hereinafter called the second party;

WITNESSETH: That the first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

The Easterly 90 feet of the Westerly 180 feet of Lot 18, Block 2, SECOND ADDITION TO ALTAMONT ACRES; according to the official plat thereon file in the office of the County Clerk of Klamath County, Oregon.

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

The right of ingress and egress to use, repair and maintain water lines and water meter #5023072, as well as sewer lines running over and across the above described property of the first party.

(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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Second party agrees to not commit any unnecessary damage or waste to trees or other personal property located near said easement rights.

County Clerk
Recording Officer
Deputy

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:

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4953

The above easement in being created for the benefit of the following described property:

The Easterly 90 feet of the Westerly 180 feet of Lot 18, Block 2, SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and second party's right of way shall be parallel with said center line and not more than 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.

Vernon M. Haddeland

Vernon Haddeland

Robert W. Ore

Hardis E. Ore

STATE OF OREGON,

County of Klamath

STATE OF OREGON, County of

19

Personally appeared

Personally appeared the above named Vernon Haddeland, Robert W. Ore, Hardis E. Ore

and acknowledged the foregoing instrument to be their 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

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

(OFFICIAL SEAL)

My commission expires:

Notary Public for Oregon

My commission expires:

7/13/81

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BETWEEN

AND

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 18th day of March, 1981, at 3:40 o'clock P.M., and recorded in book M81 on page 4952 or as file/reel number 97325

Record of Deeds of said county. Witness my hand and seal of County affixed

Evelyn Beihn County Clerk
Recording Officer

By Debrae Springer Deputy

Fee \$7.00