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AGREEMENT FOR EASEMENT Vol. m88 Page 18376

THIS AGREEMENT, Made and entered into this 30th day of September, 1988,
by and between DARLENE L. VAUGHN
hereinafter called the first party, and BETTY LOUISE BRUNNER
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:

The Northerly 40 feet of Lot 556, Block 120, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

FOR THE BENEFIT OF SECOND PARTIES PROPERTY DESCRIBED AS FOLLOWS:

The Southerly 80 feet of Lot 556, Block 120, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of 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

An Easement over the Easterly Boundary running where the existing Sewer line is located for the purpose of entering to repair and maintain said Sewer Line.

(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 with the land, always subject, however, to the following specific conditions, restrictions and considerations:
If maintenance and repair are required, Second Party agrees to restore said area to its condition before said maintenance was required.

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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:

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.

Darlene L. Vaughn
DARLENE L. VAUGHN

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

STATE OF OREGON,

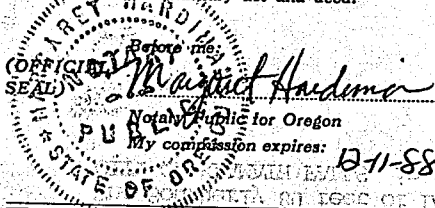
County of Klamath

September 30, 1988

Personally appeared the above named

Darlene L. Vaughn

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



(ORS 93.490)

STATE OF OREGON, County of

ss.

Personally appeared

and

each for himself and not one for the other, did say that the former is the who, being duly sworn, 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

BETWEEN

.....

AND:

.....

.....

AFTER RECORDING RETURN TO

MARIE E. Rye
836 Mitchell

Klamath Falls, OR

97601

SPACE RESERVED FOR RECORDER'S USE

.....

Fee \$13.00

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 31st day of Oct., 1988, at 11:22 o'clock A.M., and recorded in book/reel/volume No. M88, on page 18376 or as document/tee/file/instrument/microfilm No. 93288, Record of Deeds.

of said County.

Witness my hand and seal of County affixed

Evelyn Biehn, County Clerk

By *Darlene L. Vaughn* Deputy