

TC

1973

AGREEMENT FOR EASEMENT

Vol. m89 Page 11529

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between Trustees of Klamath Falls Lodge No. 1247, Benevolent and Protective** hereinafter called the first party, and Wayne A and Pamela J. Connors, husband and wife; and Edward B. and Nedra E. Putman, husband and 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: Lots 5, 6, 22, and 25 in Block 9 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of Oregon Avenue vacated by City Ordinance #5045 abutting lots 5 and 6 on the North.

Order of The Elks

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 for ingress and egress to Lots 19, 20, and 21, Block 9, BUENA VISTA ADDITION to the City of Klamath Falls, being more particularly described in Exhibit "A" attached hereto.

(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:

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:

See Exhibit "B" attached hereto.

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.

Trustees of Klamath Falls Lodge No. 1247
Benevolent and Protective Order of the Elk

By Arthur D. Reeder ch. trustee

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

(ORS 93.490)

STATE OF OREGON, } ss.

County of

Personally appeared the above named

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

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Klamath) ss.

Personally appeared Arthur D. Reeder and

Chairman of the Klamath Falls Lodge #1247 Benevolent and Protective Order of the Elk 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 said 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:

STATE OF OREGON, } ss.

County of

I certify that the within instrument was received for record on the day of, 19....., at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/tile/instrument/microfilm No., Record of of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Wayne Connors
600 PELICAN AVE
KFO 97607

SPACE RESERVED
FOR
RECORDER'S USE

An easement for ingress and egress over and across Lots 22 and 23 of Block 9, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, more particularly described as follows:

Beginning at a $\frac{1}{2}$ inch iron pin marking the Northerly corner of lot 21, Block 9, BUENA VISTA ADDITION; thence South 15 degrees 38' 00" East 54.39 feet to a $\frac{5}{8}$ inch iron pin; thence North 31 degrees 07' 46" East, 3.55 feet; thence North 49 degrees 17' 30" East 99.61 feet more or less to a mid point of lot 23 to a $\frac{5}{8}$ inch iron pin, thence Southeasterly 35 feet, more or less, to a $\frac{1}{2}$ inch iron pin marking to the Southeast corner of Lot 23; thence South 49 degrees 17' 30" West, 108.38 feet to a $\frac{5}{8}$ inch iron pin; thence South 31 degrees 07' 46" West 26.96 feet to a $\frac{5}{8}$ inch iron pin; thence North 15 degrees 38' 00" West 41.18 feet to the point of beginning, with bearings based on Survey No. 4476 as filed in the Klamath County Engineers Office.

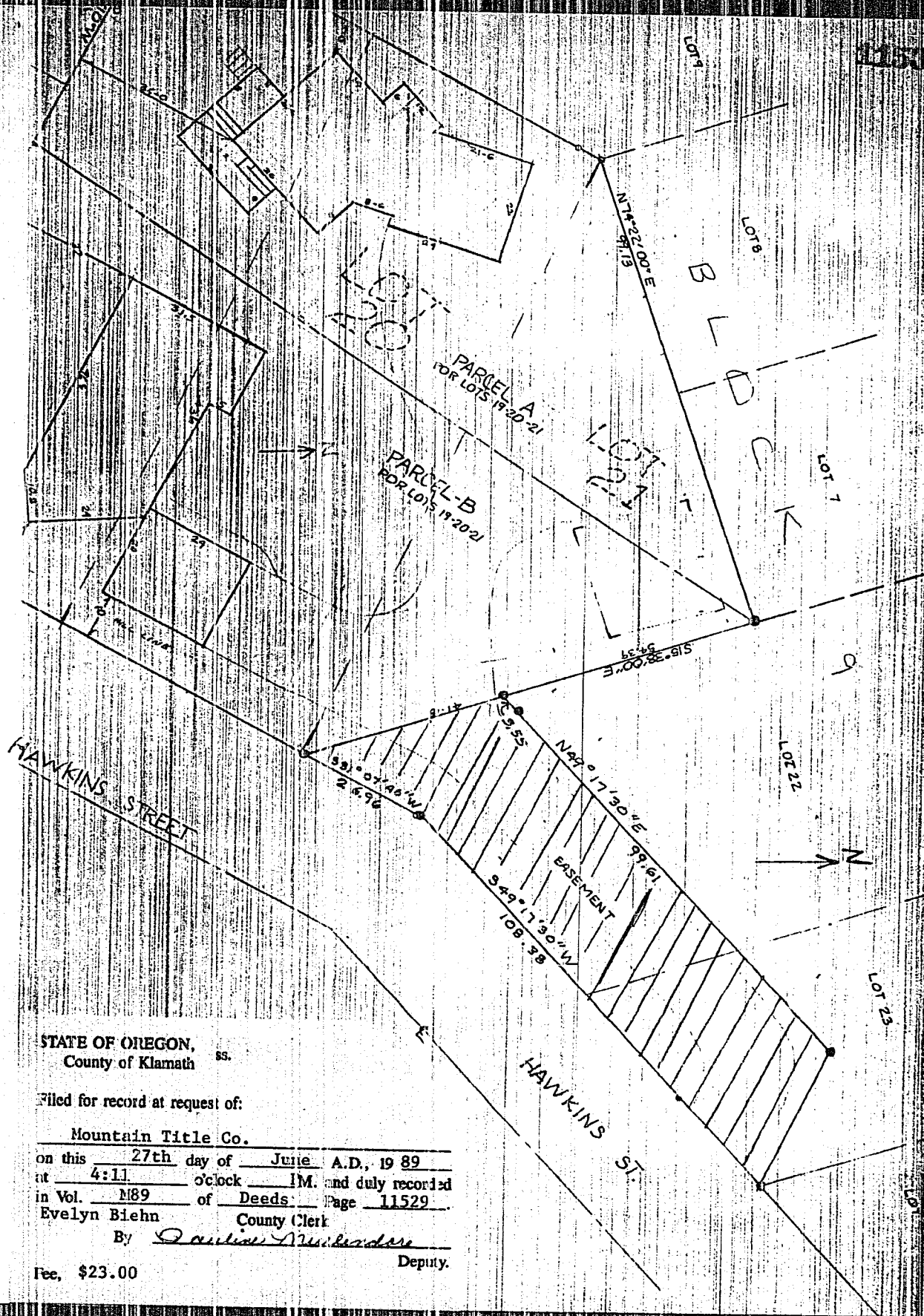


EXHIBIT "B"

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.

on this 27th day of June A.D., 19 89
at 4:11 o'clock PM. and duly recorded
in Vol. M89 of Deeds Page 11529

Evelyn Biehn County Clerk

By Pauline M. Henderson

Deputy.

Fee, \$23.00