

MTZ-21704

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2497

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 11th day of July, 1989,
by and between Edward B. Putman and Nedra E. Putman, husband and wife,
hereinafter called the first party, and Wayne A. Connors and Pamela J. Connors, 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:

See attached Parcel B attached hereto.

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 utilities, and ingress and egress over and across Parcel B and appurtenant to Parcel A attached hereto. The easement for ingress and egress is to be 30 feet in width and is over a portion of Lot 21, Block 9, BUENA VISTA ADDITION described in Parcel B. Said easement is to be an extension of that certain easement described in instrument recorded June 27, 1989 in Volume m89 at Page 11529,* Microfilm Records of Klamath County, Oregon. The utility easement is over the Southwesterly and Northwesterly 5 feet of Parcel B. (See attached map for location of easements.)

* and easement recorded March 27, 1987 in Volume M87 at Page 5101, Microfilm Records of Klamath County, Oregon.*

(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:

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.

Edward B. Putman
Edward B. Putman
Nedra E. Putman
Nedra E. Putman

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

(ORS 93.490)

STATE OF OREGON,

County of *Klamath*,
July 17, 1989

Personally appeared the above named *Edward B. Putman* and *Nedra E. Putman* and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 3-2-92

STATE OF OREGON, County of) ss.

Personally appeared , 19.....

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

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

Mrs Mrs Edward Putman
2939 Duindale Road
Klamath Falls, Oregon

97601

STATE OF OREGON, County of) ss.

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/tee/file/instrument/microfilm No. Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

PARCEL A

A portion of Lots 19, 20 and 21, 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 being more particularly described as follows:

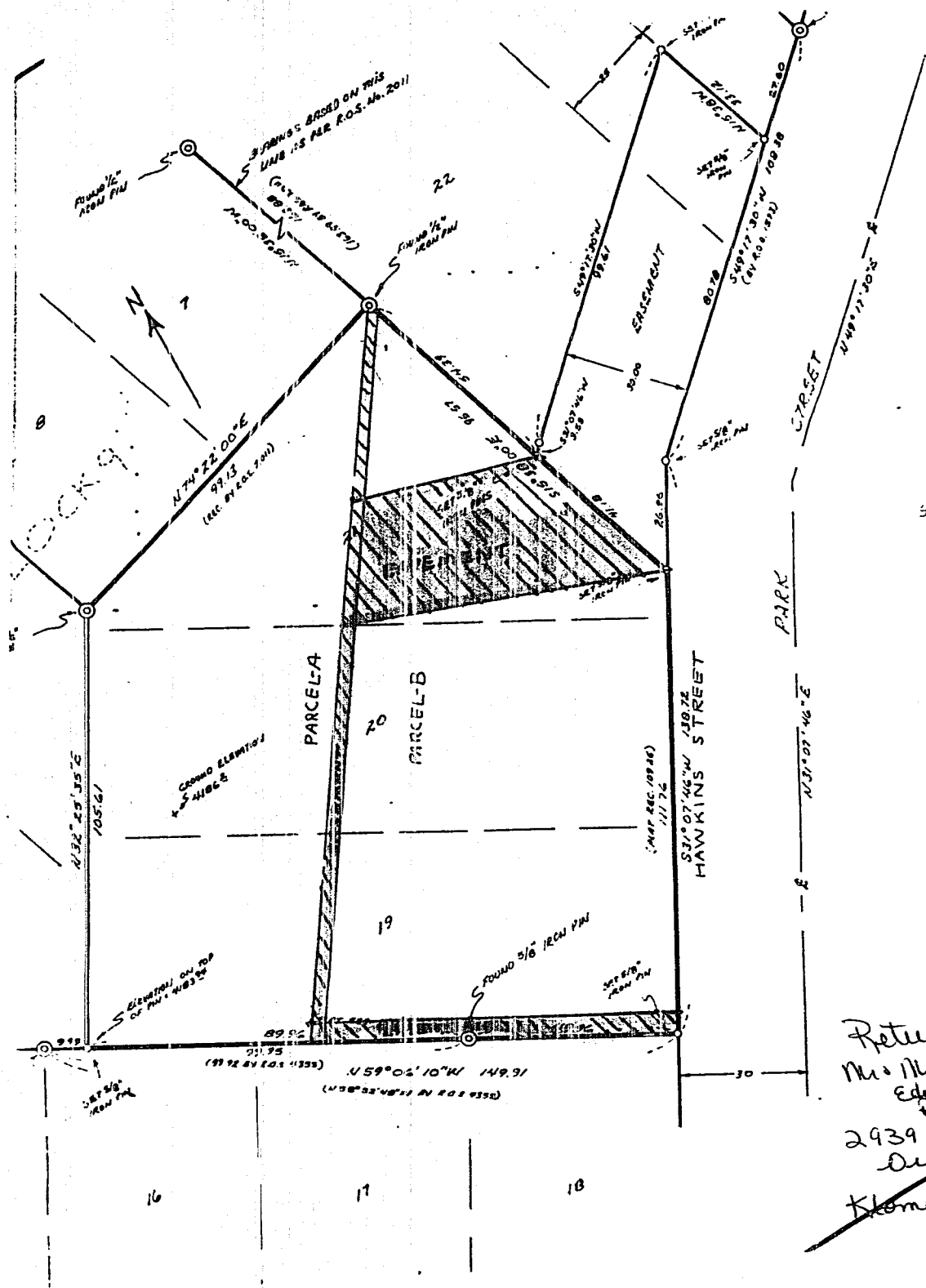
Beginning at a 1/2 inch iron pin marking the most Northerly corner of Lot 21, said Block 9, thence South 74 degrees 22' 00" West 99.13 feet to a 1/2 inch iron pin; thence South 32 degrees 25' 35" West 105.61 feet to a 5/8 inch iron pin on the Southerly line of Lot 19; thence South 59 degrees 06' 10", East along said Southerly line 53.0 feet; thence Northeasterly to the point of beginning, with bearings based on Survey No. 4476, as filed in the Klamath County Engineers Office.

PARCEL B

Lots 19, 20 and 21, Block 9 of BUENA VISA ADDITION to City of Klamath Falls, according to the official plat thereof on file in the office of County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM A portion of Lots 19, 20 and 21, 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 being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the most Northerly corner of Lot 21, said Block 9, thence South 74 degrees 22' 00" West 99.13 feet to a 1/2 inch iron pin; thence South 32 degrees 25' 35" West 105.61 feet to a 5/8 inch iron pin on the Southerly line of Lot 19; thence South 59 degrees 06' 10", East along said Southerly line 53.0 feet; thence Northeasterly to the point of beginning, with bearings based on Survey No. 4476, as filed in the Klamath County Engineers Office.



Return:
 Mr. & Mrs.
 Edward
 Putman
 2939
 Quindale
 Rd
 Klamath Falls,
 Oregon
 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 12th day
 of July A.D., 19 89 at 9:40 o'clock AM., and duly recorded in Vol. M89,
 of Deeds on Page 12705
 Evelyn Biehn - County Clerk
 By Dorlene M. Mendenhall

FEE \$23.00