

TC

1957

AGREEMENT FOR EASEMENT

Vol. 90 Page 17484

THIS AGREEMENT, Made and entered into this _____ day of _____ November, 19____89,
by and between Gary E. Dill
hereinafter called the first party, and Green Acres Improvement District, an Oregon
Corporation, 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:

Lot 7, Block 3 GREEN ACRES
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 acknowl-
edged 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 utility purposes over the East 16 feet of Lot 7,
Block 3, GREEN ACRES

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

OTHER THAN THAT OF THE FOREGOING, THE FIRST PARTY SHALL NOT BE RESPONSIBLE FOR THE
MAINTENANCE OF THE EASEMENT OR THE 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.

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal of office, this _____ day of _____ November, 19____89.

17484

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:

Beginning at a point on the South line of Lot 7, Block 3 Green Acres, thence North 8 feet distant from and parallel with the east line of said lot to a point on the North line of said lot said point being eight feet West of the Northeast corner of said lot.

And the center line of said easement shall be parallel with said center line and not more than 8 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.

Gary E. Dill

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

STATE OF OREGON, } ss.

County of Klamath

November August 24, 19 89 90

Personally appeared the above named

Gary E. Dill

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

(OFFICIAL SEAL)

[Signature]
Notary Public for Oregon

My commission expires: June 16, 1994

(ORS 93.490)

STATE OF OREGON, } ss.

County of

, 19

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

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

Gary E. Dill

AND

Green Acres Improvement District

AFTER RECORDING RETURN TO

John Toman
5235 Primrose Lane
Klamath Falls, OR 97601

SPACE RESERVED

FOR RECORDING USE

RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 31st day of Aug., 19.90, at 10:58 o'clock AM., and recorded in book/reel/volume No. M90 on page 17484 or as document/fee/file/instrument/microfilm No. 19573, Record of Deeds.

of said County

Witness my hand and seal of

County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *[Signature]* Deputy

Fee \$33.00