

22220

ASPEN MTE 90300
 AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 29 day of OCTOBER, 19 90,
 by and between DONNA D. FRASIER
 hereinafter called the first party, and Trustees of Klamath Falls Lodge # 1247 of Order of Elks
 , hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in
 County, State of Oregon, to-wit:
 LOTS 5 & 6 Block 9 Buena Vista Addition to the
 City of Klamath Falls

WITNESSETH:

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 THE PURPOSE OF INSTALLING AND MAINTAINING A WATER LINE
 OVER AND ACROSS THE SOUTHERLY 5 FEET OF LOTS 5 and 6 BLOCK 9, BUENA VISTA
 ADDITION TO THE CITY OF KLAMATH FALLS, OREGON. SAID EASEMENT TO BE USED
 TO CONSTRUCT A WATER LINE TO AND FOR THE BENEFIT OF LOT 7 BLOCK 9 BUENA
 VISTA ADDITION

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

NONE

NOV 10 1990

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:

NOT APPLICABLE

and second party's right of way shall be parallel with said center line and not more than N/A feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated OCTOBER 29, 1990

Donna D. Frasier

J.V. Wachter
Elks Lodge # 1247

Chairman of Trustees of

FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of KLAMATH

This instrument was acknowledged before me on October 29, 1990,

by DONNA DFRASIER

This instrument was acknowledged before me on October 29, 1990,

by J.V. Wachter -

as Chairman of Trustees of Elks Lodge # 1247

of

Henry J. Dolan

Notary Public for Oregon

My commission expires 11-22-91

**AGREEMENT
FOR EASEMENT**
BETWEEN

AND

AFTER RECORDING RETURN TO

Klamath Falls Lodge No. 1247
B.P.O.E.
P.O. Box 117
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 5th day of Nov., 1990, at 10:34 o'clock A.M., and recorded in book/reel/volume No. M90 on page 22114 or as fee/file/instrument/microfilm/reception No. 22220, Record of Deeds

of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Pauline M. ...* Deputy