

37853

AGREEMENT FOR EASEMENT

Vol. m91 Page 24749

THIS AGREEMENT, made and entered into this 13 day of NOV, 1991,
by and between Prentiss K. Puckett, hereinafter called the first party, and
City of Klamath Falls, a municipal 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:

A parcel of land situated in the southeast quarter of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point which marks the quarter corner common to Sections 20 and 21; thence, South 02°23'09" East 602.70 feet to a point which marks the Initial Point of Tract 1263 - Quail Ridge Subdivision; thence, along northerly boundary of said subdivision, South 87°25'56" West 968.79 feet to a point which marks the Northeast corner of Lot 3, Block 1 of Quail Ridge Subdivision, also being the True Point of Beginning; thence, North 02°35'42" West 20.00 feet; thence, North 87°25'56" East 16.00 feet; thence, South 02°35'42" East 20.00 feet; thence South 87°25'56" West 16.00 feet to the True Point of Beginning; containing 320 square feet, more or less.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate:

NOW, THEREFORE, the first party does hereby grant, assign and set over to the second party, an easement over and across the above described property.

The second party shall have all rights of ingress and egress to and from the real estate necessary for the second party's use, 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, and 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.

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 (if any) 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.

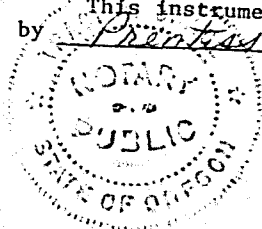
Prentiss K. Puckett
Prentiss K. Puckett

CITY OF KLAMATH FALLS

Raymond G. Bidegaray
By: Raymond G. Bidegaray
Public Works Director

State of Oregon, County of Klamath) ss.

This instrument was acknowledged before me on November 13, 1991,
by Prentiss K. Puckett.



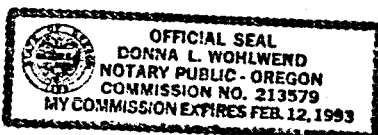
Sharon R. Brace
Notary Public for Oregon

My commission expires 03.03.93

State of Oregon,)
) ss.
County of Klamath,)

24750

This instrument was acknowledged before me on November 13 19 91,
by Raymond G. Bidegary
as Public Works Director
of The City of Klamath Falls, Oregon



Donna L. Wohlwend
Notary Public for Oregon
My commission expires 2/12/93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 26th day
of Nov. A.D., 19 91 at 9:50 o'clock A.M., and duly recorded in Vol. M91
of Deeds on Page 24749

FEE \$13.00

Evelyn Biehn, County Clerk

By Pauline M. Muckler

AFTER RECORDING RETURN TO:
City of Klamath Falls
P. O. Box 237
Klamath Falls, OR 97601