FORM No. 926-GENERAL EASEMENT. 32 NOV 5 AH 9 56

IGHT 1990 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

AGREEMENT FOR EASEMENT VOIM92 Page 26132	Ę
MTC 27959 - KR	
THIS AGREEMENT, Made and entered into this19th day ofAugust, 19.92, by and between Louis O. Green and Mary J. Green	
nereinaiter called the first party, and Torrance R. Parker and Tina Parker	
, 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:	

REFER TO ATTACHED PROPERTY DESCRIPTION

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 powerline transmission lines and poles and telephone lines over and across the westerly 20.00 feet of the northerly 860.00 feet of the property described in the attached property description. The second party to this Agreement is granted the right to assign this Easement to Pacific Power and Light Company as required for power line construction and maintainance and to the appropriate Telephone Company as required. The intent of this easement is to extend Electrical Power and telephone service lines from their current location on property belonging to the first party to properties belonging to the second party and others.

(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 <u>Perpetuity</u>, always subject, however, to the following specific conditions, restrictions and considerations:

Upon recording return to: Bob A. Dortch 4729 S. Sixth St. Klamath Falls, OR 97603 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:

N.A.

and second party's right of way shall be parallel with said center line and not more than ...... 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):  $\Box$  the first party;  $\boxtimes$  the second party;  $\Box$  both parties, share and share alike;  $\Box$  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 succesors 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 August 19.92			
Zouis theen		Tuna	un R. Muhu
Mary Seen		· · · · · · · · · · · · · · · · · · ·	Vinto TH. Tarker
STATE OF OREGON, C This instrument w by LOUIS CREE	as ackno	wledged before me	
OFFICIAL SEAL I:EPITY T. HOLMAN NOTARY PUBLIC-ORE COMMISSION INC. 01 MY COMMISSION EXPIRES NO			Notary Public for Oregon xpires
ÄGREEMENT FOR EASEMENT BETWEEN			STATE OF OREGON, County of
Louis O. and Mary J. Green			ment was received for record on the 
AND Torrance R. and Tina Parker		SPACE RESERVED FOR RECORDER'S USE	in book/reel/volume Noon pageor as fee/file/instru- ment/microfilm/reception No, Record of
AFTER RECORDING RETURN TO Bob A. Dortch 4729 So. Sixth St.			of said County. Witness my hand and seal of County affixed.
Klamath, Falls, Oregon 97603	New Port	an a	NAME TITLE By

26134

## PROPERTY DESCRIPTION

A parcel of land situate in the Ez of the SWz of Section 2 T34S R07E WM Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the west line of said E<sub>2</sub>SW<sub>2</sub> of said Section 2 where said west line intersects the centerline of Larkin Creek and being SO5<sup>0</sup>08'41'E a distance of 1,707.87 feet from the NW corner NE<sub>2</sub>SW<sub>2</sub> of said Section 2; thence NO5<sup>0</sup>08'41'W, 400.00 feet; thence leaving said west line N84<sup>5</sup>51'19'E, 300.00 feet; thence SO5<sup>0</sup>08'41'E, 441.35 feet to a point in the centerline of Larkin Creek; thence westerly, downstream along the centerline of Larkin Creek, to the Point of Beginning.

## TOGETHER WITH:

That portion of the westerly 467.00 feet of the SELSWE of Section 2 T34S R07E WM Klamath County, Oregon lying southerly of the centerline of Larkin Creek.

	STATE OF CALIFORNIA	)	•
:	COUNTY OF LOS ANGELES	SS.	
	On AUGUST 19, 1992	before me,	ARVELLA CHANDLER
-	ESCROW OFFICER		(Notary Name and Title)
	personally appeared	IINA PARKER/	///////////////////////////////////////
	personally known to me (or proved to me on the t is/are subscribed to the within instrument and ackn authorized capacity(ies), and that by his/her/their	owledged to me that r signature(s) on the	he/she/they executed the same in his/her/the
	behalf of which the person(s) acted, executed the WITNESS my hand and official seal.		OFFICIAL SEAL
	A. ull Ak		Arvella Chandler
ļ	signature Justilla Chan	du	

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for	r record at reque	st of Mountain Title Co	the 5th day	
of	Nov.	A.D., 19 92 at 9:56 o'clock <u>A.M.</u> , and di	uly recorded in Vol. <u>M92</u>	•
01		of Deeds on Page	<u>26132</u> .	
		Evelyn Biehn	County Clerk	
FEE	\$ 40.00	By Oanie	in Thuisindere	