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AGREEMENT FOR EASEMENT

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MTC 27959-KR

THIS AGREEMENT, Made and entered into this 30th day of June, 19\_\_\_\_\_,  
by and between Torrance R. Parker and Tina Parker, Husband and Wife  
hereinafter called the first party, and Keith V. Orr and Patricia A. Thomas, 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:

REFER TO THE 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 20.00 feet in width for the purposes of electrical power transmission lines and telephone transmission lines along the westerly 20.00 feet of the property described in the attached property description said 20.00 feet wide easement being adjacent to but easterly of the portion of the attached property description that is the west line of the east one half of the southwest quarter of Section 2 T34S R7E WM.

(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.

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 June 30, 1992

Torrance R. Parker  
Tina Parker  
FIRST PARTY

Patricia Orr Thomas  
Keith V. Orr  
SECOND PARTY

STATE OF OREGON, County of Multnomah, ss.

This instrument was acknowledged before me on NOVEMBER 9, 1992  
by Torrance R. Parker, Patricia Thomas & Keith V. Orr, 19.....

This instrument was acknowledged before me on .....  
by .....  
as .....  
of .....

[Signature] Notary Public for Oregon  
My commission expires ..... My Commission Expires January 2, 1993.....

### AGREEMENT FOR EASEMENT

BETWEEN

Torrance & Tina Parker

AND

Keith Orr & Patricia Thomas

AFTER RECORDING RETURN TO

Keith Orr & Patricia Thomas  
9342 N.E. Hancock Drive  
Portland, Oregon 97220

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ss.

County of Multnomah

I certify that the within instrument was received for record on the ..... day of ..... 19..... at ..... o'clock P., and recorded in book/reel/volume No. .... on page ..... or as fee/file/instrument/microfilm/reception No. .... Record of ..... of said County.

Witness my hand and seal of County affixed.

By ..... NAME ..... TITLE Deputy



## PROPERTY DESCRIPTION

A parcel of land situate in the south one half of Section 2 T34S R7E W1  
Klamath County, Oregon being more specifically described as follows:

Commencing at the NW corner NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 2; thence S05°08'41"E along the west line of the east one half of the SW $\frac{1}{4}$  of said Section 2, 442.30 feet to the TRUE POINT OF BEGINNING for this description; thence continuing along said west line S05°08'41"E, 865.57 feet; thence leaving said west line N84°51'19"E, 300.00 feet; thence S05°08'41"E, 441.35 feet to the centerline of Larson Creek; thence upstream along said Larson Creek generally in a southerly direction as shown on Klamath County Recorded Survey Number 1987 to a point where said Larson Creek intersects the south line of said Section 2; thence leaving said Creek and along said Section line S89°44'00"E, 1407.58 feet to the southeast corner of the W $\frac{1}{2}$  SE $\frac{1}{4}$  of said Section 2; thence N01°54'32"W, 1273.86 feet; thence leaving said west line WEST, 1356.45 feet to a point on the north-south center-of-section line; thence N04°34'16"W along said center of section line 935.92 feet; thence leaving said center-of-section line N89°47'23"W, 1319.65 feet to the Point Of Beginning containing 80.00 acres more or less.

STATE OF CALIFORNIA } SS.  
COUNTY OF LOS ANGELES

On JUNE 30, 1992 before me, the undersigned, a Notary Public in and for said State,  
personally appeared  
TORRANCE R. PARKER AND TINA PARKER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  
LTC-20



(This area for official notarial seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 16th day  
of Nov. A.D., 19 92 at 3:45 o'clock PM., and duly recorded in Vol. M92  
of Deeds on Page 27188  
Evelyn Biehn County Clerk  
By Pauline M. Mendenhall

FEE \$20.00