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AGREEMENT FOR EASEMENT

Vol 93 Page 29109



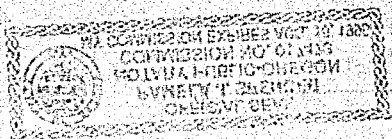
THIS AGREEMENT, Made and entered into this 1 st day of November, 1993, by and between B.P.O.E. Lodge # 1247 hereinafter called the first party, and Wayne Connors and Pamela J. Connors, husband and wife, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

See Exhibit "A" Legal Description, Attached to, and made a part hereof this Agreement For Easement

LOU ERHARDT
RECORDS



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 a 30' easement (non-exclusive) for ingress, egress and public utilities, appurtenant to Parcel 1 of Partition #27-93 as filed in the Klamath County Clerk's office.

Dated:

11/2/93

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

WITNESSETH:

200 EXHIBIT "A" AGREEMENT FOR EASEMENT

WITNESSETH:

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the same is hereby acknowledged.

50470

11-04-93 46-RCVD

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:

See Exhibit "B" Easement Description, Attached to, and made a part hereof this Agreement For Easement

and second party's right of way shall be parallel with said center line and not more than 15 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 50% and the second party being responsible for 50%. (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 11/3/93, 19____

Bill Speers, Chairman
FIRST PARTY Trustee

Wayne Connors

Pamela Connors by Wayne Connors a
attorney in fact PART

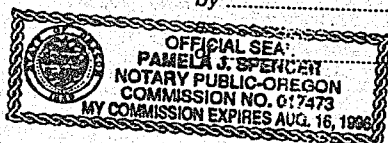
STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 11/3/93, 19____

by Wayne Connors, individually and as Attorney in fact for Pamela J. Connors

This instrument was acknowledged before me on _____, 19____

by _____, 19____



Pamela Spencer

Notary Public for Oregon
My commission expires 8/16/96

STATE OF OREGON,

County of Klamath } ss.
before me appeared Bill Speers

On this 3 day of November, 1993

and both to me personally known, who being duly sworn, did say that he, the said Chairman of Trustees is the President, and he, the said Secretary of BPOE #1247

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Linda Stelle

Notary Public for Oregon.
My Commission expires _____

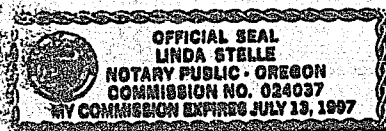
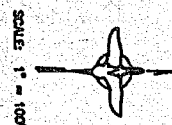


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 18 through 27, Block 10, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO that portion of Buena Vista, not platted, designated as Hotel Park, comprising of 18.504 acres, more or less, saving and excepting the following portion thereof;

Beginning at the Southwest corner of Lot 27, Block 41, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, thence Westerly along the Northerly line of Front Street a distance of 80 feet; thence Northerly at right angles to Front Street a distance of 140 feet; thence Easterly parallel to Northerly line of Front Street a distance of 80 feet to the Northwest corner of said Lot 27; thence Southerly along the Westerly line of said Lot 27 a distance of 140 feet to the point of beginning. ALSO a tract beginning 80 feet Westerly from the Southwest corner of Lot 27 Block 41 BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, thence Westerly along the Northerly line of Front Street a distance of 100 feet; thence Northerly at right angles to Front Street a distance of 140 feet, thence Easterly parallel to the Northerly line of Front Street a distance of 100 feet, thence Southerly to the place of beginning a distance of 140 feet.

EXHIBIT "B" EASEMENT DESCRIPTION
FOR PARTITION # 27-93

SCALE: 1" = 100'

NOTE: THE INTENT OF THIS EASEMENT IS TO PROVIDE A NON-EXCLUSIVE 30' EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES INTO PARCEL # 1, OVER, ACROSS AND UNDER THE EXISTING PAVED ACCESS INTO PARCEL # 2. A TIE IS SHOWN (AS L-1), FROM THE NORTH EASTERLY CORNER OF LOT 1, BLOCK 10 OF BUENA VISTA ADDITION TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION. L-2 THRU L-15 GIVES BEARINGS AND DISTANCES ALONG THE CENTER LINE OF THIS EASEMENT. THE SIDE LINES OF THIS EASEMENT ARE PROLONGED OR SHORTENED TO TERMINATE AT THE NORTHEASTLY BOUNDARY OF PARCEL #1.

BASIS OF BEARINGS

C/L EXISTING PAVED DRIVEWAY

PARCEL # 2
+/- 13.13 ACRES

P.P.

P.P.

PARCEL # 1
+/- 4.76 ACRES

LINE	DIRECTION	DISTANCE
L-1	N79°14'11"E	28.10
L-2	S38°16'03"W	53.12
L-3	S78°05'27"W	51.36
L-4	S73°09'00"W	44.69
L-5	S72°24'32"W	52.41
L-6	S34°52'09"W	63.91
L-7	S83°13'48"W	26.75
L-8	S71°21'06"W	52.03
L-9	S66°07'58"W	48.68
L-10	S61°44'55"W	49.36
L-11	S60°37'46"W	51.89
L-12	S58°44'59"W	65.08
L-13	S75°10'07"W	61.12
L-14	N88°17'28"W	15.41
L-15	S38°09'18"W	23.08

S81°26'06"E
161.9779

EXISTING ENTRANCE
& TRUE POINT OF BEGINNING

OREGON AVE

CALIFORNIA AVE

N58°44'28"E
192.06

Block 10
BUENA VISTA ADDITION

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 4th day
of Nov. A.D., 19 93 at 9:46 o'clock A.M., and duly recorded in Vol. M93
of Deeds on Page 29109

FEE \$ 45.00

Evelyn BiehnCounty Clerk
By Daniel Mulendore