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75350

01-31-94P02:29 RCVD

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# AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16th day of December, 1993  
by and between B.P.O.E. LODGE # 1247  
hereinafter called the first party, and WAYNE A. CONNORS and PAMELA J. CONNORS  
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" FOR LEGAL DESCRIPTION, ATTACHED HERETO, AND MADE A PART  
HEREOF BY THIS REFERENCE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the State of New York.

The first party does hereby grant, assign and set over to the second party a 10' utility easement appurtenant to Parcel #1 of Partition #27-93 as filed in the Klamath County Clerks Office, over, under and across Parcel #2 of said partition, the centerline of said easement as shown on Exhibit "B" attached to and made a part hereof.

*(Insert here a full description of the nature and type of the easement granted to the second party.)*

— OVER —

# AGREEMENT FOR EASEMENT

**BETWEEN**

B.P.O.E. LODGE #1247

WAYNE A. CONNORS & PAMELA J. CONNORS

After recording return to (Name, Address, Zip)

~~B.P.O.E. LODGE #1247~~

РОВОХ ЭЛО

KLAMATH FALLS

STATE OF OREGON.

County of \_\_\_\_\_

*I certify that the within instrument was received for record on the ..... day of ..... 19..... at ..... o'clock ..... M., 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.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy

OK [ ]  
45.00

The second party shall have all rights of ingress and egress to and from the 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:

B.P.O.E. ELKS LODGE NO. 1247

VOXERNEAL 202 EV25WEAL

STATE OF OREGON

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows: See Exhibit "B" Easement Description, attached to, and made a part hereof by this reference.

and second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless 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.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

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 have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

B.P.O.E. ELKS LODGE NO. 1247

*Wayne A. Connors*  
Wayne A. Connors  
Pamela J. Connors  
First Party

*Wayne A. Connors*  
Wayne A. Connors

*Pamela J. Connors by Wayne A. Connors as her attorney in fact.*  
PAMELA J. CONNORS Second Party

STATE OF OREGON,

County of \_\_\_\_\_

STATE OF OREGON,

County of \_\_\_\_\_

This instrument was acknowledged before me on

This instrument was acknowledged before me on

, 19\_\_\_\_, by \_\_\_\_\_

, 19\_\_\_\_, by \_\_\_\_\_

of \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

Notary Public for Oregon

My commission expires \_\_\_\_\_

My commission expires \_\_\_\_\_

01-21-04605:52

**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.



STATE OF OREGON: COUNTY OF KLAMATH:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of WP National Gas the 31st day  
of Jan A.D. 19 94 at 2:29 o'clock P. M., and duly recorded in Vol. M94,  
of Deeds on Page 3443.  
County Clerk  
Velvyn Biehn

**FEE \$45.00**