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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 22 day of Sept, 1992,
by and between AQUA GLASS WESTERN, INC.
hereinafter called the first party, and CITY OF KLAMATH FALLS
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:

Parcel No. 1, of Land Partition 52-92, Klamath County, Oregon records.

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and has the unrestricted right to grant the easement hereinafter described relative to the 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 the purpose of construction, operation, and maintenance of an underground waterline and appurtenances.

(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 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 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 ~~in perpetuity~~ in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

None.