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FORM No. 926—GENERAL EASEMENT.

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05-04-94P02:41 RCVD
AGREEMENT FOR EASEMENT

Vol 94 Page 14161



THIS AGREEMENT, Made and entered into this 4th day of May, 1994, by and between James J. Lewis and Christine L. Lewis, husband and wife hereinafter called the first party, and Pacific Power and Light, a corporation, South Suburban sanitary District AND, hereinafter called the second party;

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

10 ft easement on south side of parcel 1 of Lot 36 of Elmwood Park, according to the official plat on file in the office of the county clerk of Klamath County, Oregon.
for utility only.

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

A public utilities easement over the South ten feet of said lot.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

After recording return to (Name, Address, Zip):
TAMARA SURVEY
2333 SUMMIT ST. N.E.
KLAMATH FALLS, OR 97603

STATE OF OREGON,
County of _____ } ss.

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

15.00
1.50 cc

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:

NONE

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:

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.

Christine L. Lewis
First Party

STATE OF OREGON,

County of Klamath ss.

This instrument was acknowledged before me on
MAY 4, 1994, by Christine L. Lewis only as
of 5111 SUMMERS LANE Klamath Falls OR 97603

OFFICIAL SEAL

MARY BETH SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 001452

MY COMMISSION EXPIRES OCT. 5, 1994

Notary Public for Oregon
5-4-94

James J. Lewis
Second Party

STATE OF OREGON,

County of KLAMATH ss.

This instrument was acknowledged before me on
MAY 4, 1994, by JAMES J. LEWIS ONLY as
of 5111 SUMMERS LN Klamath Falls OR 97603

OFFICIAL SEAL

LINDA MORRIS
NOTARY PUBLIC-OREGON
COMMISSION NO. 022055

MY COMMISSION EXPIRES OCT. 25, 1997

Notary Public for Oregon

10-25-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of James J. Lewis the 4th day
of May A.D., 19 94 at 2:41 o'clock P M., and duly recorded in Vol. M94,
of Deeds on Page 14161.

Evelyn Biehn

- County Clerk

By Douglas Nielsen

FEE \$15.00
cc 1.50