

FORM No. 926—GENERAL EASEMENT.

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of 19.....
by and between Bobby J. Williams and Rebecca J. Williams
hereinafter called the first party, and Klamath County
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:

Lot 90, Casitas, a subdivision in Klamath County, Oregon

MAR 30 P 3:06

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 drainage easement to be used for construction operation and maintenance of a storm drainage system for draining storm and irrigation runoff. The second party or designated representative will install a 12" pipe and related facilities within said easement. Said easement shall be the easterly 16 (sixteen) feet of said lot 90, lying between the southerly right of way of Barry Avenue (formerly La Casa) and the northerly right of way of the U.S.B.R. Irrigation Lateral.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Bobby J. Williams

Rebecca J. Williams

AND

Klamath County

SPACE RESERVED
FOR
RECORDING'S USE

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/title/instrument/microfilm/reception No. Record of of said county.

Witness my hand and seal of County affixed.

By Deputy

After recording return to (Name, Address, Zip):

Klamath County Public Works

3735 Shasta Way

Klamath Falls, OR 97603

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:

A concrete manhole will be constructed near the southerly end of said easement. Second party agrees to adjust the elevation of said manhole to be compatible with future roadway construction.

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:

Eight feet west of and parallel to the easterly boundary of said lot 90, Casitas.

and second party's right of way shall be parallel with the center line and not more than Eight 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.

Sharon A. Dudek
First Party

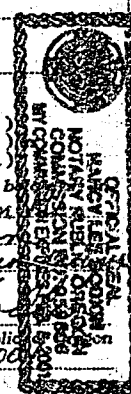
STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on
March 19, 1998, by Sharon A. Dudek
as Notary Public
of State of Oregon

Sharon A. Dudek
Notary Public
My commission expires 11/6/98

William L. Klamath
Second Party

STATE OF OREGON,
County of Klamath
This instrument was acknowledged by
March 26, 1998, by William L. Klamath
as Chairman
of the Klamath County Board of Commissioners

Lance L. Klamath
Notary Public
My commission expires Feb 8, 2000



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the 30th day
of March A.D., 19 98 at 3:06 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 10194
Return: Public Works

FEE No Fee.

By Bernetha G. Leisch, County Clerk
Kestlin, Assoc