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AGREEMENT FOR EASEMENT

Vol M99 Page 30291

THIS AGREEMENT, Made and entered into this ..... day of July, 1999.,  
by and between Western Homes Inc.  
hereinafter called the first party, and Pacific Power and Light  
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:

Lots 8 and 9 of LAKEWOOD HEIGHTS, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

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 ten (10) foot wide utility easement lying five (5) feet each side of  
centerline located in Lots 8 and 9 of Lakewood Heights Subdivision,  
situated in the SW 1/4 Section 23, T.38S., R.8E., W.M. Klamath County,  
Oregon, and being more particularly described as follows:

Beginning at a point on the northerly property line of Lot 9, said point  
bearing N71°36'00" W 102 feet from the NE corner of Lot 9; thence  
N28°E 70 feet more or less; thence S67°E 141 feet more or less, to a  
point on the easterly property line of Lot 7.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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

SPACE RESERVED  
FOR  
RECORDER'S USE

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/instru-  
ment/microfilm/reception No. ....  
Record of .....  
of said county.

Witness my hand and seal of  
County affixed.

NAME

TITLE

By ..... Deputy

OL. PACIFIC POWER

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 Five 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.

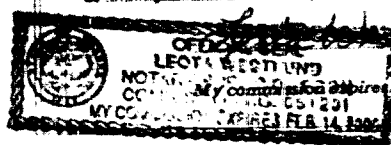
Western Home, Inc.  
Cathy King, Pres.  
First Party

STATE OF OREGON.

County of Klamath

This instrument was acknowledged before me on

July 20, 1999, by Cathy King  
as President  
of Western Home, Inc.



Notary Public for Oregon  
2-14-2000

Second Party

STATE OF OREGON,

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

This instrument was acknowledged before me on

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

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

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

**ADKINS**

30293

CONSULTING  
ENGINEERS, INC.

Engineers



Planners



Surveyors

**Fax Transmittal**

Date: July 23, 1999 # Pages Including cover: 2  
To: Dale Morrison Fax #: (541) 883-7838  
Company: Pacific Power & Light Job #: 2921 Lakeshore Dr.  
From: Jon Hicks Sender: \_\_\_\_\_  
Ph. #: (541) 884-4666 Fax (541) 884-5335 E-mail: Adkins@kfalls.net

**IF NOT RECEIVED PROPERLY, PLEASE NOTIFY US IMMEDIATELY. THANK YOU!**

The items submitted are:	For your information	<input type="checkbox"/>	For your files	<input type="checkbox"/>
	At your request	<input checked="" type="checkbox"/>	For your approval	<input type="checkbox"/>
	For your action	<input type="checkbox"/>	For your review	<input type="checkbox"/>
	Fax ONLY	<input checked="" type="checkbox"/>	Fax and Mail	<input type="checkbox"/>

**MESSAGE:** Attached is a sketch of Lots 8 & 9 and the centerline of the utility easement that I left with you earlier. Please forward this information to the appropriate party as soon as possible so I may get my power installed.

Copy To:

