

43075

EASEMENT AGREEMENT

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THIS AGREEMENT made and entered into this 7th day
of July, 1970, by and between TED E. PAILLETTE and
GEORGIA J. PAILLETTE, of Klamath Falls, Oregon, party of the first
part, which expressions shall include his, her, or their heirs,
executors, administrators, agents and/or assigns where the contest
so requires or admits, and Russell W. Sanderlin and Linda Sanderlin
 of Klamath Falls, Oregon,
party of the second part, which expression includes his, her, or
their heirs, executors, administrators, agents, or assigns where
the context so requires or admits,

WITNESSETH:

Whereas, the part of the first part owns and has title to that real estate and real property located in Klamath Falls, County of Klamath, State of Oregon, described as follows:

Lot 756 in Block 117, MILLS ADDITION
to the City of Klamath Falls, Oregon

And whereas, the party of the second part desires an easement one foot in width along the westerly portion of Lot 756, Block 117, Mills Addition, to the City of Klamath Falls, Oregon, for the purpose of an overhang of the eaves of a garage building presently situated on the premises hereinabove described as owned by the parties of the second part.

Now, therefore, it is hereby agreed as follows:

The party of the first part does hereby grant, assigns, and sets over to the party of the second part a one foot easement along the westerly portion of Lot 756, Block 117, Mills Addition, to the City of Klamath Falls, Oregon.

The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage

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arising out of his use of the right, easement, and right of way herein granted and agrees to pay any damage or damages which may arise to the property, premises, or rights of the party of the first part through second party's use, occupation, and possession of the rights herein granted.

Provided, however, that the easement herein granted shall terminate and cease to exist when and if the said garage building hereinabove described is destroyed or removed from the present site.

To have and to hold the said easement, right, and right of way unto the party of the second part, his successors, or assigns for a period of forever, subject to the paragraph above, and to the conditions and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of July, 1970.

Ted E. Paillette
Georgia J. Paillette
Russell W. Sanderlin
Linda L. Sanderlin

STATE OF OREGON }
 County of Klamath) ss.

July 7th, 1970.

Personally appeared the above named Ted E. Paillette and Georgia J. Paillette, and RUSSELL W. SANDERLIN and LINDA L. SANDERLIN, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Bruce L. Perreault
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: AUGUST 22, 1976

STATE OF OREGON, }
 County of Klamath) ss. 26

Filed for record at request of:
 Klamath County Title Co.
 on this 21st day of July, A.D., 1970
 at 1:21 o'clock P. M. and duly
 recorded in Vol. M-70 of Deeds
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WM. D. MILNE, County Clerk
 By [Signature] Deputy.
 Fee \$3.00

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