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43075 EASEMENT AGREEMENT

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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

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 realproperty located in Klamath Palls, County of Klamath, State of Oregon, described as follows:

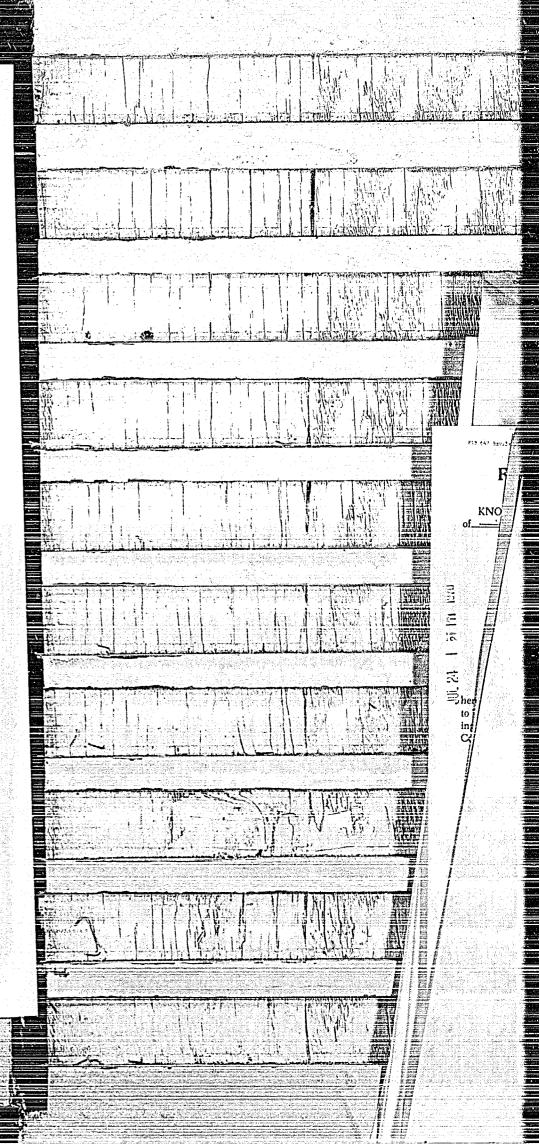
Lot 756 in Block 117, MILLS ADDITION to the City of Klamath Falls, Oregon

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 caves 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 EASEMENT AGREEMENT -1-



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 1th day of Ju

STATE OF OREGON) County of Klamath)

2th , 1970.

Personally appeared the above named med E. Raillette and Georgia J. Paillette, and Russell w. Sanogaela LINDA L. SANDERLY, and acknowledged the foregoing instrument

to be their voluntary act. Before me:

My Commission Expires:

MY COMMISSION EXPINES AUGUST 22, 1876

STATE OF OREGON. County of Klamath ss.

Filed for record at request of: Klamath County Title Co. _a.d., 19...70 on this 21th day of July.... at 1:21 o'clock P. M. and duly recorded in Vol. M-70 of Deeds
Page 6161

WM.D. MILNE, County Clerk Fee \$3.00

EASEMENT AGREEMENT -2-