

MTC 1396

TC

45789

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 4th day of April, 1978,
 by and between SIDNEY M. UGLAM
 hereinafter called the first party, and SHIRLEY I. PROBST and EVELYN C. PROBST
 husband & wife, 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:

The Westerly 64 feet of the East 138 feet of Lot 1 in Block 3, SECOND ADDITION TO
 ALTAMONT ACRES, according to the official plat thereof on file in the office of the
 County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the Northerly 5 feet
 conveyed to Klamath County in Deed Volume 290 on page 608, Deed Records of Klamath
 County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said 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 acknowl-
 edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement for the purpose of maintaining, repairing, or replacing an existing sewer
 line located over the property of the first party.

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

The second party shall have all rights of ingress and egress to and from said 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 de-
 scribed 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 Perpetual, always subject,
 however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

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 as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Sidney M. Uglem

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

April 4

1978

Personally appeared the above named

Madley H. Uglem

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Richard J. Hergen
Notary Public for Oregon

My commission expires: 2-7-80

STATE OF OREGON, County of) ss.

Personally appeared

and

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

Mr. J. D. Probst
3500 Bristol
City 92388

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 5th day of April, 1978, at 11:19 o'clock AM, and recorded in book M78, on page 6510, or as file/reel number 45789, Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By *Semitha H. Hutto* Deputy

Fee \$6.00