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AGREEMENT FOR EASEMENT

Vol. 79Page 20594

THIS AGREEMENT, Made and entered into this 20th day of August, 1979,
by and between Circle J. Construction Co.
hereinafter called the first party, and Steven C. and Mary Ann Josse
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 4, Block 47, Buena Vista Addition to the City of Klamath
Falls, 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 construction of a sewer
drain line to hook into the City Sewer Line present
on Lot 4. This easement for the use of Lot 5, Block 47,
Buena Vista Addition only.

(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:
Rights of ingress and egress limited to the owner of Lot 5's
necessary maintenance and repair to above mentioned sewer line.

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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:

In line with the sewer line going directly from the hookup on the house in Lot 5, Block 47 to the end of the City Sewer Line on Lot 4, at the southerly end

and second party's right of way shall be parallel with said center line and not more than 2 (two) 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.

Steven C. Josse
Steven C. Josse, President
Mary Ann Josse
Mary Ann Josse, Secretary

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

(ORS 93.490)

STATE OF OREGON, } ss.
County of _____, 19____
Personally appeared the above named _____
and acknowledged the foregoing instrument to be _____
voluntary act and deed.

(OFFICIAL SEAL)

Before me:
Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of Klamath } ss.
August 21, 19 79
Personally appeared Steven C. Josse and
Mary Ann Josse who, being duly sworn,
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

Circle J. Construction Co., 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:
Donald J. Bueh
Notary Public for Oregon
My commission expires: 3-8-83

(OFFICIAL SEAL)

AGREEMENT
FOR EASEMENT
BETWEEN

Circle J. Construction
AND C.

Steven C. Josse and
Mary Ann Josse

AFTER RECORDING RETURN TO

Josse
Rt. 1 Box 216F
Bonanza, Or. 97623

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instru-
ment was received for record on the
29th day of August, 19 79,
at 1:57 o'clock P.M. and recorded
in book/reel volume No. M79 on
page 20594 or as document/fee/file/
instrument/microfilm No. 73129
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne
By *Benjamin A. Fitch* Deputy

Fee \$7.00