

TC

## AGREEMENT FOR EASEMENT

Vol 1887 Page 6040

THIS AGREEMENT, Made and entered into this 18th day of March, 1982,  
by and between LENA BELLE BROWN  
hereinafter called the first party, and HARRY HOLLIDAY BROWN  
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:

## PARCEL 1

The North 1/2 of Lot 7 in Block 3, SECOND ADDITION TO  
ALTAMONT ACRES, excepting therefrom the Easterly 5 feet  
thereof conveyed for road purposes in Volume 362 at page  
563, Deed Records of Klamath County, Oregon, 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 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 a sewer line, currently existent, under and through  
the premises above described, of the First Party, and proceeding  
from the premises of the Second Party at a point on the Westerly  
side of an existent storage building on the said premises of the  
First Party, and continuing on the Westerly side of the residence  
thereon to an existent sewer hook-up, subject to the statutory  
powers of South Suburban Sanitary District, and located near the  
Northwest corner of the said existent residence thereon.

(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:

0011

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:

6041

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.

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

STATE OF OREGON,

County of Klamath } ss.

3-18, 19 82

Personally appeared the above named Lena Belle Brown and Harry H. Brown and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Blaine J. Hume  
Notary Public for Oregon

My commission expires: 11-2-83

(ORS 93.490)

STATE OF OREGON, County of .....

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 .....

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  
LENA BELLE BROWN

4430 Bisbee Street

AND

HARRY HOLLIDAY BROWN

4434 Bisbee Street

Klamath Falls, OR 97601

AFTER RECORDING RETURN TO

MEL KOSTA, Attorney at Law  
220 Main St., 2A  
Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 14 day of May, 19 82, at 4:29 o'clock P. M., and recorded in book/reel/volume No. M 82 on page 6040 or as document/fee/file/instrument/microfilm No. 11795, of said County.

Witness my hand and seal of  
County affixed.  
Evelyn Biehn County Clerk  
By [Signature] Deputy  
Fee \$8.00

SPACE RESERVED  
FOR  
RECORDER'S USE