

TC

23557

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this ..... day of May, 1983, by and between Homer H. Floyd hereinafter called the first party, and John D. Ewing 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 27, River's Bend, according to the official plat thereof filed 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 acknowledged by the first party, they agree as follows:

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

The right to place and maintain a subsurface septic tank system drainfield in the area of the southeasterly 75 feet of said Lot 27, River's Bend.

70 1+ F

(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 described 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~~ perpetually, always subject, however, to the following specific conditions, restrictions and considerations:

83 MAY 16 AM 1106

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.

x *Homer H. Floyd*

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.  
May 16, 1983

Personally appeared the above named

Homer H. Floyd

and acknowledged the foregoing instrument to be

His voluntary act and deed.

Before me:  
 (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 8-27-86

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
 , 19 \_\_\_\_\_

Personally appeared \_\_\_\_\_ and

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, 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

Homer H. Floyd

AND

John D. Ewing

AFTER RECORDING RETURN TO

Mr. Homer H. Floyd

Chiloquin, OR 97624

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 16th day of May, 1983, at 11:06 o'clock A. M., and recorded in book M83 on page 7580 or as file reel number 23557, Record of deeds of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
 Recording Officer

By [Signature] Deputy

8.00 fee