

28918

AGREEMENT FOR EASEMENT

Vol. 1783, Page 16851

THIS AGREEMENT, Made and entered into this 29 day of September, 1983, by and between JACK MYNATT and VELMA MYNATT, husband and wife, hereinafter called the first party, and WILLIAM C. MYERS and LOIS ELIZABETH MYERS, husband and 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 West 140.0 feet of Tract 20 of INDEPENDENCE TRACTS, 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 acknowledged by the first party, they agree as follows:
The first party does hereby grant, assign and set over to the second party, their heirs and assigns, a perpetual Easement for sewer line over and across the North 10 feet of the said West 140.0 feet of Tract 20 of Independence Tracts; said easement running from the West line of Lodi Street to the Westerly line of the property of the Second parties herein.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations: None

Ch. 8.00

30025

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: Beginning at the Northwest corner of said Tract 20; thence South along the West line of Lodi Street 5.0 feet to the TRUE POINT OF BEGINNING; thence East and parallel with the North line of said Tract 20 a distance of 140.0 feet to its terminus point.

and second party's right of way shall be parallel with said center line and not more than 5.0 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 Jack Mynatt
x Velma Mynatt

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

STATE OF OREGON, County of Klamath } ss.
September 27, 1983
Personally appeared the above named
Jack Mynatt and Velma Mynatt
and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:
Sept. 23, 1985

(OFFICIAL SEAL)

(ORS 93.490)

STATE OF OREGON, County of } ss.
Personally appeared _____, 19____, 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
Lois MYERS & William Myers

AND
JACK MYNATT & VELMA MYNATT

AFTER RECORDING RETURN TO
W C MYERS
3040 Madison
Gig Harbor

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 30th day of September, 1983, at 10:52 o'clock AM, and recorded in book/reel/volume No. M 83 on page 16851 or as document/file/instrument microfilm No. 28918, Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
By Sam Smith, Deputy

Fee: \$8.00