

85696

AGREEMENT FOR EASEMENT

Vol 94 Page 24651

THIS AGREEMENT, Made and entered into this _____ day of JUNE, 19 94,
 by and between RICHARD E. OTOSKI AND EMILY C. OTOSKI
 hereinafter called the first party, and SOUTH SUBURBAN SANITARY DISTRICT
 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:

A portion of Lot 30 in Block 3 of TRACT 1120, SECOND ADDITION TO EAST HILLS
 ESTATES, 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 the 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 a sixteen foot wide easement
 for sanitary sewer easement described on the attached Exhibit "A" attached hereto and made
 a part hereof appurtenant to TRACT 1289, a preliminary subdivision in Klamath County,
 Oregon for Dale McDowell.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
 FOR
 RECORDER'S USE

After recording return to (Name, Address, Zip):

SSSN
 1818 N. Hwy 14
 KF, OR 97603

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
 was received for record on the _____ day
 of _____, 19_____,
 at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on
 page _____ or as fee/file/instru-
 ment/microfilm/reception No. _____,
 Record of _____
 of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____, Deputy

The second party shall have all rights of ingress and egress to and from the 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 ofperpetuity....., always subject, however, to the following specific conditions, restrictions and considerations:

Together with the right to use so much of the adjoining land as is reasonable and necessary in connection with the original construction of the sewer. The foregoing easement is made, executed and delivered to the grantee herein upon the following express terms and conditions, to wit: 1. The grantee agrees to indemnify and save harmless the grantor from and against any damage, loss, cost and expense, which the grantor may sustain resulting directly or indirectly in any manner from the sale of said premises and/or the construction, maintenance, use and/or location of the said sewer in and across said premises. 2. The grantee, and the agents and employees of the grantee, shall have the privilege of entering upon said premises for the

(continued on attached Exhibit B)
If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

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

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Richard E. Otski
Richard E. Otski
Emily C. Otski
Emily C. Otski First Party

By Allen J. Harris
South Suburban Sanitary District
Allen J. Harris
Second Party

STATE OF OREGON, } ss.
County of Klamath
This instrument was acknowledged before me on
July 27, 19 94, by Richard E. Otski
& Emily C. Otski as
of

STATE OF OREGON, } ss.
County of
This instrument was acknowledged before me on
....., 19, by
as
of

Mary Kenneally
Notary Public for Oregon
4/20/96
OFFICIAL SEAL
MARY KENNEALLY
NOTARY PUBLIC
COMMISSION NO. 014776
MY COMMISSION EXPIRES APR 20, 1996

My commission expires
Notary Public for Oregon

Owner
Erwin R. Ritter, L.S.

EXHIBIT "A"

24653

Owner
Dennis A. Ensor

TRU (SURVEYING) LINE

TELEPHONE (503) 884-3691
2333 SUMMERS LANE - KLAMATH FALLS, OREGON 97603

JUNE 6, 1994

LEGAL DESCRIPTION
OF
SANITARY SEWER EASEMENT
FROM DR. RICHARD OTOSKI TO SOUTH SUBURBAN SANITARY DISTRICT

A 16 FOOT WIDE EASEMENT SITUATED IN LOT 30 BLOCK 3 OF "TRACT 1120--SECOND ADDITION TO EAST HILLS ESTATES", A DULY RECORDED SUBDIVISION, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHERLY CORNER COMMON TO SAID LOT 30 AND LOT 34 OF SAID BLOCK 3; THENCE $S70^{\circ}56'32''W$ 69.63 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE $S33^{\circ}41'28''E$ 263.52 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 30, SAID POINT BEING $S21^{\circ}48'05''E$ 75.61 FEET FROM THE SOUTHWESTERLY CORNER OF LOT 35 OF SAID BLOCK 3.

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor
OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12-31-95

24654

Restrictions continued:

EXHIBIT "B"

purpose of making necessary repairs to or changes in said sewer.
3. The said sewer shall be placed underground in the usual manner and grantee agrees to replace the surface of the ground above said sewer in substantially its present condition and replace and repair any damaged facilities, and agrees that grantor shall have full and unrestricted use of the surface of said ground except during the period of sewer construction and during the period of any necessary repairs. Said surface shall be replaced in approximately its present condition following any such repairs.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ Aug _____ A.D., 19 94 at 11:07 o'clock _____ AM., and duly recorded in Vol. _____ the 10th day
of _____ Deeds _____ on Page 24651

FEE \$25.00

Evelyn Biehn County Clerk

By Pauline Mullendore