

ONE

26775

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 14th day of October, 1996, by and between East Cascade Prop., Inc. hereinafter called the first party, and Stanley Dale & Linda Lee Peters 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 2 of Land Partition 48-94, duly recorded Land Partion in lots 110, 111, & 112 of plat of Beverly Heights situated in the NW $\frac{1}{4}$, NE $\frac{1}{4}$, of section 34, T38S, R9E, WM, Klamath Co. Oregon

LOB EYSEWEIL

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

a 30 foot easement for sanitary sewer drain field

(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:

1. The easement shall be used only for the purpose of sanitary sewer drain field.

2. The easement shall be used only for the purpose of sanitary sewer drain field.

3. The easement shall be used only for the purpose of sanitary sewer drain field.

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:

A 30 foot wide strip of land situated in parcel 2 of land partition 48-94, a duly recorded land partition in lots 10, 11, and 12 of "plat of Beverly Heights", situated in the NW $\frac{1}{4}$, NE $\frac{1}{4}$, of section 34 T38S, R9E WM, Klamath County, Oregon, more particularly described as follows.

The west 30 feet of the south 340.63 feet of said parcel 2 and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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.)

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, 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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated 10/14, 1996

East Cascade Prop., Inc.

Duane W. Smith - President

FIRST PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

10/15

1996, by

Stanley D. Peters and

Linda Lee Peters

Dawn Schoeller
Notary Public for Oregon

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on October 14,

1996, by

Duane W. Smith

as

President

of East Cascade Properties, Inc.

Darlene MacArthur
Notary Public for Oregon

My commission expires: 11-7-97

SECOND PARTY



OFFICIAL SEAL
DAWN SCHOELLER
NOTARY PUBLIC OREGON
COMMISSION NO. 040228
MY COMMISSION EXPIRES DEC. 29, 1998

INSTRUMENT FOR EASEMENT

BETWEEN East Cascade Prop., Inc.

AND

Stanley Dale Peters

Linda Lee Peters

AFTER RECORDING RETURN TO

Stanley Dale Peters

4421 Lombard

Klamath Falls, OR 97603

SPACE RESERVED

FOR

RECORDER'S USE

RECORDED

INDEXED

FILED

NOV 14 1996

CLERK

OF

CLERK

OF

CLERK

OF

CLERK

OF

CLERK

OF

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OF

CLERK

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 15th day of October, 1996, at 11:52 o'clock A.M., and recorded in book/reel/volume No. M96 on page 32599 or as fee/file/instrument/microfilm/reception No. 26775, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Bernetha G. Letsch, Co. Clerk

By Darlene MacArthur Deputy

NAME TITLE

By Darlene MacArthur Deputy

NAME TITLE

By Darlene MacArthur Deputy

Fee: \$35.00