

2006-016362
Klamath County, Oregon



08/15/2006 08:46:10 AM

Fee: \$26.00

FORM No. 926—GENERAL EASEMENT.

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of July, 2006, by and between Charles E. Defoe and Judith A. Defoe, hereinafter called the first party, and Charles E. Defoe and Judith A. Defoe, 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:

Sec 30, T 24S, R9E WM, 2409 30CA Tax Lot 3500

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 Public Utility Easement for Joint Septic System as maybe needed by the Following tax lots owned by the second party. More particulartararly described as follows: Tax Lot 3100; Tax Lot 2500 and 2400; Tax Lot 2700; and Tax Lot 2600 that have common property line with Tax Lot 3500.

(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 Indefinitely, always subject, however, to the following specific conditions, restrictions and considerations:

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:

East property line of Tax Lot 3100; Tax Lot 2700; Tax Lot 2600 and North property line of Tax Lot 2400 that have a common property line with Tax Lot 3500

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 AUGUST 1, 2006

Charles E. Defoe Jr.
FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of WASHINGTON) ss.

This instrument was acknowledged before me on AUGUST 1, 2006
by CHARLES E. DEFOE JR.

This instrument was acknowledged before me on AUGUST 1, 2006
by JUDITH A. MCGEE DEFOE

as
of



OFFICIAL SEAL
CAROLYN A. MULLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 368845
MY COMMISSION EXPIRES MAY 20, 2007

Carolyn A. Muller

Notary Public for Oregon
My commission expires MAY 20, 2007

AGREEMENT FOR EASEMENT

BETWEEN
Charles E. Defoe & Judith

A. Defoe Tax Lot 3500

AND

Charles Defoe & Judith Defoe

AFTER RECORDING RETURN TO

Charles & Judith Defoe
12455 S.W. 68th Ave
Portland, OR 97723

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of

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

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy