

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 8th day of August, 1970,  
by and between Gail E. Keith and Loretta N. Keith, husband and wife  
hereinafter called the first party, and Richard E. Warren and Ramona Jo Warren, husband & 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:  
EAST 1/2 NE 1/4 of Section 8, Township 25 South, Range 8 East of the Willamette Meridian.

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 ten foot (10) easement for roadway purposes being adjacent to and parallel with the south line of the above described property. Said ten foot easement shall begin on the west line of the above described property and run to a point that is fifty (50) feet west of the east line of the above described property and being parallel to and adjacent to the south line of the above described property.

(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:

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.

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FORM No. 721

SS

FORM No. 633—WARRANTY DEED

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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.

*Gail E. Keith*  
*Loretta N. Keith*

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

(ORS 93.490)

STATE OF OREGON,

County of Marion

August 8, 1970, 19

Personally appeared the above named

Gail E. Keith and Loretta N. Keith

and acknowledged the foregoing instrument to be

their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

*Ellen M. Smith*  
Notary Public for Oregon

My commission expires: 12-1-72

STATE OF OREGON, County of Marion ) ss.

August 8, 1970, 19

Personally appeared Gail E. Keith and Loretta Keith

husband and wife, who, being duly sworn,

each for himself and not one for the other, did say that the former is the

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 (OFFICIAL SEAL)

My commission expires:

# AGREEMENT FOR EASEMENT

(FORM No. 924)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON, ) ss.

County of Klamath

I certify that the within instrument was received for record on the 10th day of September, 1970, at 12:44 o'clock P. M., and recorded in book M70 on page 7992

Record of Deeds

of said County.

Witness my hand and seal of

County affixed.

Wm. D. Milne,

County Clerk

Title.

By *Phyllis Beardsley* Deputy.

Fee \$3.00

AFTER RECORDING RETURN TO

Richard E. Warren

Rt 2, Box 274 J

Albany, Oregon

SEP 10 1 13 PM 1970

FORM No. 721-SS

FORM No. 633-WARRANTY DEED SSC

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