

38-12874 K

FORM No. 926—GENERAL EASEMENT.

STEVENS-NEES LAW PUBLISHING CO., PORTLAND, OR. 97204

33828

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 18 day of July, 1977,
by and between Lyle W. Glenny and Valrey K. Glenny, husband and wife,
hereinafter called the first party, and Sidney Lefkowitz and Vivian Lefkowitz, 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:

A tract of land in Sections 35 and 36, Township 34 South, Range 7 East of the Willa-
mette Meridian, described as follows:

All that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 36 lying North
of the center thread of the Sprague River and South of the existing Chiloquin-
Sprague River Highway.

SAVE AND EXCEPT THEREFROM the most Westerly 920 feet.

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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a perpetual 30-foot
wide easement for ingress and egress purposes.

(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 de-
scribed 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 perpetuity, always subject,
however, to the following specific conditions, restrictions and considerations: That it be used for
ingress and egress purposes only.

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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: 15 feet South of and parallel to the North boundary of the Westerly 220 feet of the above described real estate,

and second party's right of way shall be parallel with said center line and not more than thirty 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.

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

STATE OF OREGON,

County of Klamath } ss.

JULY 18, 19 77

Personally appeared the above named Lyle W. Glenn
W. Glenn and Valrey K. Glenn
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me,

Sandra A. Kalita

Notary Public for Oregon

My commission expires:

July 16, 1980

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19 _____

_____ 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

My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING, RETURN TO

T/A Kathy

SPACE RESERVED
FOR
RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON

County of KLAMATH } ss.

I certify that the within instru-
ment was received for record on the
9th day of AUGUST, 19 77,
at 2:45 o'clock P.M., and recorded
in book M. 77 on page 14421 or as
file/reel number 33828

Record of DEEDS of said county.
Witness my hand and seal of
County affixed.

WM. D. MILNE

By Pat McCullough Recording Officer
Deputy