

MTC 4952-B

STEVENS LAW PUBLISHING CO., PORTLAND, ORE. 97204

TC

42671

AGREEMENT FOR EASEMENT

Vol. 78

2181

30th

January

1978

THIS AGREEMENT, Made and entered into this 30th day of January, 1978, by and between Ersie P. Ball, Pansy Valaura Johnson, Ronald Dean Johnson and* hereinafter called the first party, and Hoy Dillard Johnson, Ersie P. Ball, Pansy Valaura Johnson, hereinafter called the second party; Ronald Dean Johnson and Teresa Gay Johnson, Neil E. Hicks and Maxine J. Hicks.

WITNESSETH:
WHEREAS: The first party is the record owner of the following described real estate in County, State of Oregon, to-wit:

Property situate in the NW one-quarter of the NW one-quarter of section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon.

* Teresa Gay Johnson, Neil E. Hicks and Maxine J. Hicks, and Hoy Dillard Johnson.

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, 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

See attached description.

(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:

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 7th day of February A. D. 1978 at 11:09 AM, and

fully recorded in Vol. M78, of Deeds on Page 2181

Wm D. MILNE, County Clerk

By Bernetha C. Deloch

Fee \$12.00

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:

see attached legal description.

and second party's right of way shall be parallel with said center line and not more than 10 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.)

(ORS 93.490)

STATE OF OREGON, } ss.
County of _____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____
voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON, County of _____) ss.
_____, 19____.

Personally appeared _____ and _____
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

STATE OF OREGON

County of _____ } ss.

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____
Record of _____ of said county.

Witness my hand and seal of
County affixed.

Recording Officer

By _____ Deputy

An easement, 20 feet in width for the
the NW 1/4 of the NW 1/4 of Section 34,
Laroute Meridian, and shown in
more particularly described
commencing at a steel pin
located in Volume M72, p. 1
right of way of
on the NW 1/4 of
and at

AGREED
FOR EASE
BETWEEN

AND

AFTER RECORDING RETURN TO

2183

An easement, 20 feet in width for the purpose of ingress and egress located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 38 South, Range 9, East of the Willamette Meridian, and shown in recorded Survey #883 in Klamath County, Oregon, being more particularly described as follows:

Commencing at a steel pin on the West boundary of that parcel of land described in Volume M72, page 4401 (Parcel II), said point being on the Northerly right of way of Beverly Heights Road, a country road, and also being on the Westerly line of said easement, from which the center 1/16 corner of the NW $\frac{1}{4}$ of Section 34, a steel axle with gear, lying in Beverly Heights Road and also lying in a North - South fence line, bears North 89° 39' East 561.1 feet and South 0° 19' East 20 feet;

thence North 0° 19' West along the Westerly line of said easement 10 feet to a steel pin on the centerline of said easement; said centerline being described as follows:

thence North 29° 30' East 147.1 feet to a steel pin, excepting that portion that lies Westerly of a Northerly extension of that line described in course (1);

thence North 59° 11' East 79.1 feet to an iron pipe;

thence North 68° 46' 30" East 54.35 feet to an iron pipe;

thence North 40° 10' 30" East 48.82 feet to an iron pipe;

thence North 52° 35' 30" East 45.80 feet to an iron pipe;

thence continuing North 52° 35' 30" East 37.77 feet and ending at a steel pin on the Southwesterly boundary of that property described in Volume 335, page 109.

Ersie P. Ball
Ersie P. Ball

Pansy Valaura Johnson
Pansy Valaura Johnson

Ronald Dean Johnson
Ronald Dean Johnson

Teresa Gay Johnson
Teresa Gay Johnson

Neil E. Hicks
Neil E. Hicks

Maxine J. Hicks
Maxine J. Hicks

Hoy Dillard Johnson
Hoy Dillard Johnson

Return to
MTC

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 6th day of February, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ersie P. Ball, Pansy Valaura Johnson, Ronald Dean Johnson, Teresa Gay Johnson, Neil E. Hicks, Maxine J. Hicks, and Hoy Dillard Johnson

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Delores J. Hoegen
Notary Public for Oregon.

My Commission expires February 7, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 7th day of February A. D. 1978 at 11:09 o'clock AM., and

fully recorded in Vol. M78, of Deeds on Page 2181

Wm D. MILNE, County Clerk

By Bernetha C. Deloch

Fee \$12.00