

TIA 38-14500
FORM No. 926—GENERAL EASEMENT.

TC

48902

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

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 1st day of March, 1978,
by and between EARL J. SCHERER and HALLIE E. SCHERER, husband and wife,
hereinafter called the first party, and HERBERT T. TERRELL and LILLIAN E. TERRELL, husband
and wife, hereinafter called the second party, of the County of Klamath, State of Oregon,
WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath
County, State of Oregon, to-wit:
The S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, Township 33 South, Range 7 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 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 30 foot wide ease-
ment for ingress and egress over the said real estate.

(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:
None.

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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 North of and parallel to the South boundary of said real estate and extending East from the existing road that runs Northerly and Southerly through said real estate to the East boundary of said real estate.

and second party's right of way shall be parallel with said center line and not more than 15 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.
March 1, 1978

Personally appeared the above named Earl J. Scherer and Hallie E. Scherer and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Janet B. Kalita
Notary Public for Oregon

My commission expires: 12-22-78

(ORS 93.490)

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

Earl J. Scherer and
Hallie E. Scherer

AND

Herbert T. Terrell
Lillian E. Terrell

AFTER RECORDING RETURN TO

Mr. and Mrs. Herbert F. Terrell
14420 Highgrove Street
San Jose, CA 95127

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 24th day of May, 1978, at 3:53 o'clock P.M., and recorded in book M78 on page 11025 or as file/reel number 48902, Record of Deeds of said county.

Witness my hand and seal of County attixed.

Wm. D. Milne

Recording Officer

By _____ Deputy

Fee \$6.00

SPACE RESERVED
FOR
RECORDER'S USE