

71A 38-14500
FORM No. 926—GENERAL EASEMENT.

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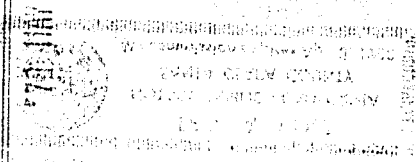
AGREEMENT FOR EASEMENT Vol. ^m 78 Page 11027

THIS AGREEMENT, Made and entered into this 20 day of March, 1978, by and between HERBERT X. TERRELL and LILLIAN E. TERRELL, husband and wife hereinafter called the first party, and DONALD J. RAY and CRYSTAL J. RAY, 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:

The NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.



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 30 foot wide easement 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 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 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 West boundary of said real estate 100 feet.

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.

Herbert F. Terrell

Lillian E. Terrell

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

(ORS 93.490)

STATE OF OREGON, CALIFORNIA,) ss.

County of Santa Clara,)
March 20, 1978

Personally appeared the above named
Herbert F. Terrell & Lillian E. Terrell
and acknowledged the foregoing instrument to be
their voluntary act and deed.

STATE OF OREGON, County of) ss.

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:

(OFFICIAL
SEAL)

Before me:



FRED A. VOLZ
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Apr. 3, 1980

California

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Herbert F. Terrell

Lillian E. Terrell

AND

Donald J. Ray

Crystal J. Ray

AFTER RECORDING RETURN TO

Mr. & Mrs. Don Ray
439 Stevens Road
Mountain View, CA 94043

STATE OF OREGON

County of Klamath) ss.

I certify that the within instru-
ment 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 11027 or as
file/reel number 48903,
Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Wm. D. Milne

Recording Officer
By Pamela H. Ketch Deputy

Fee \$6.00