

TC

48904

AGREEMENT FOR EASEMENT

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11029

THIS AGREEMENT, Made and entered into this 21 day of April, 1978, by and between Harold R. and Patricia E. Adams, Husband and Wife hereinafter called the first party, and Herbert T. and Lillian E. Terrell, 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 SW $\frac{1}{4}$ 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 acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement for ingress and egress over the above described property 30 feet in width. No tree over six inches in diameter to be removed.

(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:

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:

The center thread of the now existing road running Northerly and Southerly.

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

Harold R. Adams
Patricia E. Adams

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

STATE OF ~~OREGON~~ California) ss.
County of Riverside)
April 21, 1978
Personally appeared the above named
Harold R. Adams & Patricia E. Adams
and acknowledged the foregoing instrument to be
their voluntary act and deed.

(ORS 93.490)

STATE OF ~~OREGON~~ California) ss.
County of Riverside)
April 21, 1978
Personally appeared Harold R. Adams and
Patricia E. Adams 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
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) Rebecca Joan Poyner
Notary Public for Oregon
My commission expires:

OFFICIAL SEAL
REBECCA JOAN POYNER
Notary Public for Oregon
ORANGE COUNTY
My Commission Expires 12/31/1980

Harold R. Adams
Patricia E. Adams
AND
Mr. and Mrs. Herb T. Terrell
14420 Highgrove Circle
San Jose, CA 95127

AFTER RECORDING RETURN TO
Mr. and Mrs. Herb T. Terrell
14420 Highgrove Circle
San Jose, CA 95127

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON } ss.
County of Klamath }
I certify that the within instru-
ment was received for record on the
24th day of May, 1978,
at 3:53 o'clock PM., and recorded
in book M78 on page 11029 or as
file/reel number 48904
Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Wm. D. Milne Recording Officer
By Berntha J. Letsch Deputy

Fee \$6.00