

DEED FOR RIGHT-OF-WAY EASEMENT

THIS indenture made this 22nd day of May, 1978, between L. VERNON HOWARD and CHERYL A. HOWARD, husband and wife, First Party, which term includes the heirs, successors, assigns and personal representatives of said parties, and LLOYD V. HOWARD and WAIVE HOWARD, husband and wife, Second Party, which term includes the heirs, successors, assigns and personal representatives of such parties,

W I T N E S S E T H :

IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) paid to First Party by Second Party, the receipt whereof is hereby acknowledged, the First Party, for themselves, their heirs, successors and assigns, covenant and grant to the Second Party, their heirs and assigns, a non-exclusive easement in fee simple, in common with other users or ingress and egress over and across the following described parcel of real property located within the County of Klamath, State of Oregon, to-wit:

A roadway easement for ingress and egress across the Southeasterly 12 feet of the following described real property:

Also all that part of the following described tract of land lying Northerly and Easterly of Reno-Worden County Road:

Beginning at a point 415 feet North of the corner to Sections 7, 8, 17 and 18, in Township 40 South, Range 8 East of the Willamette Meridian; thence North 2225 feet to the $\frac{1}{4}$ corner between Sections 7 and 8; thence East 1320 feet, more or less, thence South 310' 4" West 2395 feet to the place of beginning, being a part of the $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8, Township 40 South, Range 8 East of the Willamette Meridian.

for the use and benefit of Lloyd V. and Waive Howard. Said easement to be an appurtenant easement for the $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, and the $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8 lying West of the River, all in Township 40 South, Range 8 E.W.M.

TO HAVE AND TO HOLD, the above described and granted easement unto the Second Party, their heirs and assigns, forever.

FIRST PARTY reserves the right to use said road for purposes of ingress and egress. Except as to the rights herein granted, the First Party shall have the full use and control of the above described real estate.

THIS instrument is granted subject to all prior easements or encumbrances of the road.

SAID easement to be used by Second Party as access connected with agricultural - residential use only and for no other use or purpose.

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 corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

L. Vernon Howard
L. Vernon Howard

Cheryl A. Howard
Cheryl A. Howard

FIRST PARTY

Lloyd V. Howard
Lloyd V. Howard

Waive Howard
Waive Howard

SECOND PARTY

STATE OF OREGON

County of Klamath

May 22nd 1978

Personally appeared the above named L. VERNON HOWARD and CHERYL A. HOWARD, husband and wife, and LLOYD V. HOWARD and WAIVE HOWARD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ruby Peterson
Notary Public for Oregon
My Commission Expires: 11-8-81

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Return to: 774
STATE OF OREGON, COUNTY OF KLAMATH

I hereby certify that the within instrument was received and filed for record on the 29th day of December, A.D. 1978, at 3:12 o'clock P. M., and duly recorded in Vol. 172, at 21791 on Page 21792.

FEE \$6.00

WM. D. MILNE, County Clerk

Dr. Burchard

D. Burchard