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58611 AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of July, 19 78, by and between William P. Miller and D. Jean Miller, husband and wife, hereinafter called the first party, and Pacific Power and Light Company, 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:

Over Northerly 8 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, Township 34 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of 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:

Second party shall have the right of ingress and egress over the above described lands of the first party for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

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.

This easement is for right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course of first party's property. Second party shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

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 2009 rights hereunder shall cease if and when such line shall have been abandoned.

This agreement shall bind and run 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.

William P. Miller
 William P. Miller
D. Jean Miller
 D. Jean Miller

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath
 July 19, 1978

Personally appeared the above named William P. Miller and D. Jean Miller, husband and wife, 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

STATE OF OREGON, County of

Personally appeared _____, 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.

Notary Public for Oregon
 My commission expires:

(OFFICIAL SEAL)



AGREEMENT
 FOR EASEMENT
 BETWEEN

AND

AFTER RECORDING RETURN TO:

Strat Realty
 5429 So. Co. Rd.
 Klamath Falls, Oregon
 97601

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 17th day of November, 1978, at 3:51 o'clock P.M., and recorded in book M78 on page 26095 or as file/reel number 58611 of said county. Record of Deeds
 Witness my hand and seal of County affixed.

Wm. D. Milne
 Recording Officer
 Deputy

Fee \$6.00