

ML 22689-7

FORM No. 926—GENERAL EASEMENT.

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

99108

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 27 day of February, 1981, by and between Gary Williams and Kathleen Williams hereinafter called the first party, and Williams Land Company, an Oregon Corporation, 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:

NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 39 South Range 12 East of the W.M., in the County of Klamath, State of Oregon

LOS EXEMPTUAL  
WCHHEEMIA

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 following described property:

An easement lying 15 feet South of the Northerly boundary of the East 160 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  in Section 8, Township 39 South Range 12 East of the W.M., in the County of Klamath, State of Oregon

Said easement is for the use of the Second Party their heirs, successors and assigns and is a perpetual nonexclusive easement

(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 \_\_\_\_\_, 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:

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

Williams Land Company, Inc  
Harold Williams, President

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

(ORS 93.490)

STATE OF OREGON, }  
 County of Klamath } ss.  
March 2, 1981

Personally appeared the above named  
Kathleen Williams  
 and acknowledged the foregoing instrument to be  
her voluntary act and deed.

(OFFICIAL  
 SEAL)

Before me: [Signature]  
 DONNA K. MATESAN  
 Notary Public for Oregon  
 My Commission Expires 12/24/84

STATE OF OREGON, County of Klamath } ss.  
February 27, 1981

Personally appeared Harold Williams 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

Williams Land Company, 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: [Signature]  
 Notary Public for Oregon  
 My commission expires: 12/24/84

(OFFICIAL  
 SEAL)  
 DONNA K. MATESAN  
 NOTARY PUBLIC-OREGON  
 My Commission Expires 12/24/84  
 STATE OF OREGON

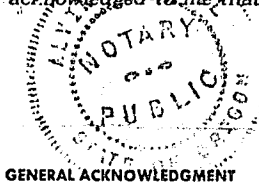
# AGREEMENT

STATE OF OREGON, }  
 County of KLAMATH } ss.

BE IT REMEMBERED, That on this 4 day of MARCH, 1981,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
 named GARY B. WILLIAMS

known to me to be the identical individual described in and who executed the within instrument and  
 acknowledged to me that HE executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
 my official seal the day and year last above written.



GENERAL ACKNOWLEDGMENT

[Signature]  
 Notary Public for Oregon  
 My Commission expires March 24, 1984

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

1st day of May A.D., 1981 at 3:37 o'clock P M., and duly recorded in

Vol M81 of Deeds on page 7829

Fee \$ \_\_\_\_\_

EVELYN BIEHN  
 COUNTY CLERK

By Debra Agnew Deputy

Ret: T.A.