FORM No. 926-GENERAL EASEMENT.

32538

Vol. Mg4 Page AGREEMENT FOR EASEMENT THIS AGREEMENT, Made and entered into this by and between Marjorie E. Kerley 4 day of September, 1983. hereinafter called the first party, and E.O. Morris and Ivadell Morris, husband and wife

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WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 13, Township 23 South, Range 9, E. W. M., 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 acknowl-The first party does hereby grant, assign and set over to the second party

A non- exclusive easement appurtenant to the land, 30 feet in width beginning at the Southeast corner and running to the Northeast corner, along the East line of the above described property.

(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 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, Indefinitly......, always subject, however, to the following specific conditions, restrictions and considerations:

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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 from the East line of said described property. 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 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. Marjoice E. Kerley (If the above named first party is a corporation; use the form of acknowledgment opposite.) STATE OF OREGON, (ORS 93.490) County of Josephine September, 19 83 , 19...... Personally appeared the above named Personally appeared MACOCIE E. Kerley each lor himself and not one for the other, did say that the former is the and acknowledged the foregoing instrument to be. president and that the latter is the voluntary act and de secretary of Before me: Kuy Z. and that the seal affixed to the foregoing instrument is the corporate seal (OFFICIA of said corporation and that said instrument was signed and sealed in behalf ROY L. BUMAGATINER of said corporation by authority of its board of directors; and each of them SEAL) acknowledged said instrument to be its voluntary act and deed. Wotary Public for Oregon OREGON Mir Commission Expires Notary Public for Oregon (OFFICIAL My commission expires: SEAL) AGREEMENT FOR EASEMENT STATE OF OREGON BETWEEN Marjorie Kerley County of . Klamath SS. I certify that the within instrument was received for record on the 16th day of January , 1994 , AND E.O. and Ivadell Morris at 11:190 clock A M., and recorded SPACE RESERVED in book M84 on page 791 or as FOR file/reel number 32538 RECORDER'S USE AFTER RECORDING RETURN TO Record of Deeds of said county. E.O. & Ivadell Morris Witness my hand and seal of % LaPine Realty County affixed. P.O. Box 377 Evelyn Biehn, County Clerk LaPine, OR. 97739. Recording Officer Fee: \$8.00 Am In Ith Deputy