

91977

AGREEMENT FOR EASEMENT

Vol. 21 Page 9908

THIS AGREEMENT, Made and entered into this 23 day of July, 1974,
by and between Shirley Adams
hereinafter called the first party, and John E. MacDonald and Esther G. MacDonald
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 S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 5 TWP 25 SR 8E

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 has the right of use of 15' roadway along entire eastern border of 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 to use the easement for the purpose of 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 forever, 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:

7 $\frac{1}{2}$ ' along eastern border of above described property

and second party's right of way shall be parallel with said center line and not more than 7 $\frac{1}{2}$ feet distant from either side thereof.

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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.

Shirley M. Adams

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

(ORS 93.490)

STATE OF OREGON,

County of Lane

Personally appeared the above named Shirley M. Adams

and acknowledged the foregoing instrument to be her voluntary act and deed.

(OFFICIAL SEAL)

Before me:

James V. Heppner

Notary Public for Oregon

My commission expires: 10-1-76

STATE OF OREGON, County of _____ ss.

Personally appeared _____ 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 _____

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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

(FORM No. 926)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 11th day of AUGUST, 1974, at 2:03 o'clock P.M., and recorded in book M 74 on page 9308 or as file number 91977. Record of DEEDS of said County. Witness my hand and seal of County affixed.

W. D. HILME

COUNTY CLERK

Title.

By *Shirley Adams* Deputy.

AFTER RECORDING RETURN TO:

Shirley Adams
P.O. Box 551
Springfield, Ore. 97177

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