

95794

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 12 day of May, 1974,  
by and between Earl J. Hall, 5540 Fleming Road, Atwater, California 95301  
hereinafter called the first party, and Harold E. Boyd, 1085 Tasman Drive, Sunnyvale  
California 94086, hereinafter called the second party;

WITNESSETH:

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

The West one half( $\frac{1}{2}$ ) of North one half ( $\frac{1}{2}$ ) of  
the Southwest one quarter ( $\frac{1}{4}$ ) of Lot FOUR (4),  
(lot four (4) is the Northwest quarter ( $\frac{1}{4}$ ) of  
the Northwest quarter( $\frac{1}{4}$ ). ) Township Twenty four  
(24), Range Ten (10) East, Willamette Meridian.

RECEIVED  
DEC 17 1974

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-  
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party  
A 34 foot easement for ingress and egress along  
the ~~North~~ South boundary of said parcel of land.

(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 de-  
scribed 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 FOR EVER, 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.

*Earl J. Hall*  
Earl J. Hall  
HALL  
AS.

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

STATE OF ~~California~~, ss.

County of Merced, ss.  
June 20, 1974

Personally appeared the above named  
Earl J. Hall  
and acknowledged the foregoing instrument to be  
voluntary act and deed.

(ORS 93.490)

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 \_\_\_\_\_

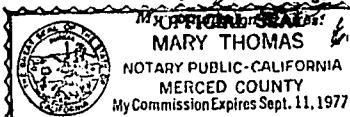
\_\_\_\_\_, a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf  
of said corporation by authority of its board of directors; and each of them  
acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL  
SEAL)

Before me:

Notary Public for ~~California~~ *California*



Notary Public for Oregon  
My commission expires:

(OFFICIAL  
SEAL)

# AGREEMENT FOR EASEMENT

(FORM No. 926)

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

BETWEEN

Earl J. Hall

5540 Fleming Road  
Atwater, California 95301

AND

Harold E. Boyd

1085 Tasman Drive  
Sunnyvale, California 94086

STATE OF OREGON,

County of CLATSOP, ss.

I certify that the within instru-  
ment was received for record on the  
17th day of DECEMBER, 19 74,  
at 12:20 o'clock P.M., and recorded  
in book N 74 on page 15964  
Record of DEEDS  
of said County.  
Witness my hand and seal of  
County affixed.

VL. D. MILNE

COUNTY CLERK

Title.

*By [Signature] Deputy*

Deputy.

AFTER RECORDING RETURN TO

FILE \$ 4.00

*Up to L. [Signature]*

*US Hwy 97 So.*

*1 Bend Ave 97701*