

10047

AGREEMENT FOR EASEMENT

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was

Parcel 1 - The SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8, E.W.M.

Parcel 2 - The NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8, E.W.M.

Parcel 3 - The SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8, E.W.M.

The first party has retained an access easement right over said property.

The second party is the owner of the following described property:
The NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 40 South, Range 8, E.W.M.

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 access road right of way as existing to serve the second parties property described above, said easement described as follows: The South 25' of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 21 Twp. 40 South, Range 8, E.W.M., being adjacent to the North of 2nd parties property; 50 ft. wide over & across the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 21, Twp. 40 South, Range 8 East, beginning at the Southeast corner of said parcel & proceeding in a Northwesterly direction as currently located to the North-west corner of said parcel & connecting with & serving the 2nd parties property. Also, a 25 ft. wide easement along the Eastern Boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 21, Township 40 South, Range 8 East, which is a continuation of the same access easement & connects to the County Road as referred in Klamath County Commissioners Records, recorded in Book M-72, page 16166 on Dec. 19, 1973
(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 continuous, always subject, however, to the following specific conditions, restrictions and considerations:

14. All of the following are true of the 1990s except:
 a. The economy boomed.
 b. The economy was in a recession.
 c. The economy was in a boom.
 d. The economy was in a recession.

PHILIPPO DI NESTO, *STORIA DI UN'AVVENTURA IN UN MONDO DI GUERRA*, BURRUCHIO, 2010, 208 PAGINE, 12,00 EURO. **IL** PRIMO DI UNA TRILOGIA CHE TRACCIERÀ LA GUERRA CIVILE IN SIRIA. IL PRIMO LIBRO È UN RACCONTO DI UNO DEI PIÙ IMPORTANTI COMANDANTI DEL LIBANO CHE HA LOTTATO CONTRO IL DAESH IN SIRIA. IL SECONDO LIBRO TRACCIERÀ LA GUERRA CIVILE IN SIRIA DAL PUNTO DI VISTA DI UNO DEI PIÙ IMPORTANTI COMANDANTI DEL LIBANO CHE HA LOTTATO CONTRO IL DAESH IN SIRIA. IL TERZO LIBRO TRACCIERÀ LA GUERRA CIVILE IN SIRIA DAL PUNTO DI VISTA DI UNO DEI PIÙ IMPORTANTI COMANDANTI DEL LIBANO CHE HA LOTTATO CONTRO IL DAESH IN SIRIA.

14509

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.

Shamrock Development Company Inc.,
By: Robert J. Mullen, President.

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

(ORS 93.490)

STATE OF OREGON,) ss.

County of _____, 19____

Personally appeared the above named _____

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

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON, County of Klamath) ss.
September 3, 1976

Personally appeared Robert J. Mullen and

each for himself ~~XXXXXX~~ who, being duly sworn,
did say that the former is the
president ~~XXXXXX~~

XXXXXX of
Shamrock Development Company Inc., a corporation,
and that the seal attixed 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:
Judy Blatal (OFFICIAL
Notary Public for Oregon SEAL)
My commission expires: 8-12-77

AGREEMENT FOR EASEMENT

(FORM No. 926)

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

BETWEEN

AND

STATE OF OREGON

County of Klamath) ss.
I certify that the within instru-
ment was received for record on the
15th day of September, 1976.,
at 3:49 o'clock P.M., and recorded
in book M76 on page 14508 or as
file number 19047, Record of
of said County.

Witness my hand and seal of
County attixed.

Wm. D. Milne,

County Clerk

Title.

By Clarence Margulart
fee \$6.00 Deputy.

AFTER RECORDING RETURN TO

Clarence Margulart
Star Route
West Point, Ca. 95255