

22717

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 8th day of September, 1976, by and between Theodore C. Nelson hereinafter called the first party, and Shamrock Development Company, 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 SW 1/4 of the SW 1/4 of the SW 1/4 of Sec. 21, Tws. 40 South, Range 8 East WM excepting therefrom the westerly 240 feet of said parcel.

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 described as follows: 30 foot wide easement along the eastern boundary of said parcel.

(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:

XX
 XX

XX
 XX

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.

Theodore C. Nelson

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

STATE OF California } ss.

County of Alameda } ss.

Nov 11 1976

Personally appeared the above named

Theodore C. Nelson

and acknowledged the foregoing instrument to be

his voluntary act and deed.

(OFFICIAL

SEAL)

Notary Public for California

My commission expires

NOTARY PUBLIC - CALIFORNIA

PRINCIPAL OFFICE IN

ALAMEDA COUNTY

My Commission Expires December 4, 1978

AGREEMENT FOR EASEMENT

BETWEEN

Theodore C. Nelson
1081 Gilbert Street
Hayward, California

AND

Shamrock Development Co.
411 Pine Street
Klamath Falls, Oregon

AFTER RECORDING RETURN TO

Shamrock Development Co.
411 Pine St.
Klamath Falls, Oregon 97601

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and

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)

STATE OF OREGON

County of KLAMATH) ss.

I certify that the within instru-
ment was received for record on the
9th day of December, 1976,

at 2:38 o'clock PM., and recorded

in book M 76 on page 19796 or as

file/reel number 22717

Record of DEEDS of said county.

Witness my hand and seal of

County affixed.

WM. D. MILNE

Recording Officer

By *J. Hazel Draz* Deputy

SPACE RESERVED

FOR

RECORDER'S USE

FEE \$ 6.00