

TC

75990

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**THIS AGREEMENT**, Made and entered into this 11 day of September, 19 79,  
by and between Theodore C. Nelson  
hereinafter called the first party, and Jim Kloiber, Cheryl Kloiber, and Charles A. Anderson  
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 $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 40  
South, Range 8, East Willamette Meridian, excepting there-  
from the westerly 240 feet of said parcel

LOH EYSEWEAL  
VCHHEWEWI

21412 OF OREGON

With consideration of which,  
Theodore C. Nelson

With consideration of which,  
Jim Kloiber, Cheryl Kloiber, and Charles A. Anderson

AND  
(LOANED)

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

**Access right of way easement described as follows:**  
**30 feet along the entire length of the eastern boundary**  
**of said parcel joining an easement granted by Donald L.**  
**Culp and Susan P. Culp at the northerly boundary thereof,**  
**and joining the property owned by second party Jim Kloiber**  
**and Cheryl Kloiber on the southerly boundary thereof.**

and that the parties intend

**IN WITNESS WHEREOF** the parties hereto have subscribed their names and affixed their seals to this instrument and have thereunto set their hands and seals at the County of Klamath, State of Oregon, this 11 day of September, 19 79.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations: N/A

of Proberly  
Oregon for the entire length of the eastern boundary  
of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 40  
South, Range 8, East Willamette Meridian, excepting there-  
from the westerly 240 feet of said parcel

is described as follows:

If the easement is for a right of way over or across the land of the second party, the easement shall be subject to the following conditions, restrictions and considerations:

RETURN TO: NPA G. BUCHANAN

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 to the west of the North-South centerline of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 40 South Range 8 East, Willamette Meridian, Klamath County, Oregon for the entire length of first party's parcel of property,

hereafter to the following specific conditions, restrictions and covenants:

The easement described upon shall continue for a period of thirty years and shall be subject to the right of the second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof.

It is the intent of this agreement to grant a 30 foot easement running the entire length of the eastern boundary of first party's parcel of 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 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.

SUBSCRIBED AND SIGNED ON the 15th day of October, 1979, at the County of Sacramento, State of California.

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

STATE OF OREGON, County of CLATSOP, ss.

County of Sacramento, State of California.

October 15, 1979.

Personally appeared the above named

Theodore C. Nelson

and acknowledged the foregoing instrument to be his

voluntary act and deed.

Before me:

Sally Marie Simone

Notary Public for Oregon

My commission expires:

June 30, 1979

Theodore C. Nelson

Personally appeared and acknowledged the foregoing instrument to be his

voluntary act and deed.

STATE OF OREGON, County of CLATSOP, ss.

County of CLATSOP, State of OREGON.

October 15, 1979.

Personally appeared the above named

Theodore C. Nelson

and acknowledged the foregoing instrument to be his

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## AGREEMENT FOR EASEMENT

BETWEEN

Theodore C. Nelson  
1081 Gilbert Ave.  
Hayward, CA 94541  
Jim Kloiber, Cheryl Kloiber,  
and Charles A. Anderson  
P.O. Box 58, Keno, OR 97627

AFTER RECORDING RETURN TO

Neal G. Buchanan  
210 N. 4th  
Klamath Falls, Oregon 97601

## STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 26th day of October, 1979, at 9:54 o'clock A.M., and recorded in book M79 on page 25232, or as file/reel number 75990. Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. B. Mline

Recording Officer

By Lemetha H. H. H. Deputy

Fee \$7.00



SALLY MARIE SIMONE  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SACRAMENTO  
My Commission Expires June 30, 1980