

TC

74057

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 27th day of April, 19 87,  
by and between MARJORIE J. RAMBO,  
hereinafter called the first party, and E. J. SHIPSEY,  
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: Tax Lot 621731

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 easement for septic tank drain field purposes to parcel Two, Tax Account 621740 (Keno Meats); E. J. Shipsey owner. Drain fields are now existing along the Westerly line of Tax Account 621731. This is an irrevocable easement and grants to the owner or owners of Tax Lot 621740 access to maintain drain fields and enlarge same up to existing buildings along the Westerly line of Tax Lot 621731 as necessary.

(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 irrevocable, always subject, however, to the following specific conditions, restrictions and considerations:

3380

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: 7390

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.

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

STATE OF OREGON,

County of Klamath } ss.

April 27

, 1987

Personally appeared the above named  
E.J. Shipsey & Marjorie J. Rambo

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



Notary Public for Oregon

My commission expires:

5/21/89

(ORS 93.490)

STATE OF OREGON, County of

, 19

) 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

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  
acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL  
SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

Marjorie J. Rambo

P.O. Box 52 Keno, OR 97627

AND

E.J. Shipsey

P.O. Box 52 Keno, OR 97627

AFTER RECORDING RETURN TO

E.J. Shipsey

P.O. Box 52

Keno, OR 97627

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
1st day of May, 1987,  
at 11:47 o'clock A.M., and recorded  
in book/reel/volume No. M87 on  
page 7389 or as document/file/  
instrument/microfilm No. 74057,  
Record of Deeds  
of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk

NAME

By *Ann Smith* Deputy

TITLE