

TC

64971

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

AGREEMENT FOR EASEMENT

Vol. m 79 Page 7325

THIS AGREEMENT, Made and entered into this 24th day of March, 1979
by and between Levina Fanganiello
hereinafter called the first party, and William C. Durham
hereinafter called the second party;

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

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 36 South,
Range 10 East, of the Willemette Meridian

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,

The first party does hereby grant, assign and set over to the second party

Over and across a 60 ft. wide strip of Land laying west of, adjoining, and parallel to the easterly boundary of NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 24; T 36s, R 10e. W.M.

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 NOT BE RESPONSIBLE FOR ANY DAMAGE TO OR

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

containing 10 sets of the Millionaire Magazine
published by the NE of the SW of Section 36, Township 36
N Range of 30 E. East of and adjacent to the corporate

11. The Government is not a party of that class of persons who have been and are being treated as enemies.

2022

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:

A distance of 30 ft. west of and parallel to the easterly boundary of the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$ of Section 24, Township 36, South, Range 10 east, of the Willematte Meridian

subject to the following specific conditions, restrictions and considerations:

The easement described above shall continue for a period of years, and the right of way shall be parallel with said center line and not more than 30 feet distant from either side thereof.

Except as to the right herein granted, the first party shall have the full use and control of the land. The easement hereby granted and all rights and burdens incident thereto shall be subject to the provisions of the second party's right of way, 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.

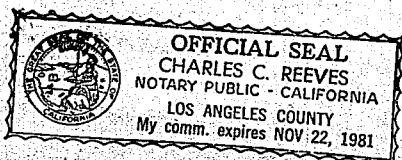
IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Levina Jane Fanganiello

State of California
County of Los Angeles } SS.

On this the 24th day of March 19 79, before me,

the undersigned Notary Public, personally appeared
Levina Jane Fanganiello



known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charles C. Reeves

AGREEMENT FOR EASEMENT

BETWEEN

County of Clatsop

WHEREAS: The first party of the first part of the within instrument

AFTER RECORDING RETURN TO

T/A - Mr. & Mrs. Tule

0703

STATE OF OREGON

County of Klamath } SS.

I certify that the within instrument was received for record on the 3rd day of April, 19 79, at 3:26 o'clock P.M., and recorded in book M79 on page 7325 or as file/reel number 64971

Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer
Deputy

Bernard J. Smith

Fee \$6.00