

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between PETER A. WILDE AND RUTH T. WILDE hereinafter called the first party, and \_\_\_\_\_ hereinafter called the second party;

## WITNESSETH:

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

The NW $\frac{1}{4}$  of The SW $\frac{1}{4}$  of Section 24, Townsend 36, South Range 10 East of The Willamette Meridian  
LOB EVERNEM  
VGEHEWEM

SEAL  
(OFFICIAL)

NO COMMERCIAL ESTATE  
WILDE'S ESTATE FOR OREGON

NO COMMERCIAL ESTATE  
WILDE'S ESTATE FOR OREGON

I, \_\_\_\_\_, of the County of \_\_\_\_\_, State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the above described instrument as the same appears in the records of the County of \_\_\_\_\_, State of Oregon.

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 Thousand Dollars (\$1,000.00) 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

The owners of The E $\frac{1}{2}$  of The SE $\frac{1}{4}$  of Section 23, AND The SW $\frac{1}{4}$  of The SW $\frac{1}{4}$  of Section 24 Townsend 36, R. 10 E., W. M., Their heirs AND ASSIGNS, A 30 Foot Wide Roadway Easement over and across The West 30 Feet of The NW $\frac{1}{4}$  of The SW $\frac{1}{4}$  of Section 24,

(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:

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:

The easement described above shall continue for a period of 25 years and shall be subject to the right of the first party to terminate the same at any time. The easement shall be parallel with said center line and not more than 10 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.

*Peter A. Wilde*  
*Ruth J. Wilde*

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

(ORS 93.490)

STATE OF OREGON

County of Manast

Nov 2, 1979

Personally appeared the above named Peter A. Wilde, Ruth J. Wilde and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon  
My commission expires: 7-30-81

STATE OF OREGON, County of Manast

, 1979

Personally appeared Peter A. Wilde, Ruth J. Wilde and Wm. D. Milne, who, being duly sworn, 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 Manast, 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)

### AGREEMENT FOR EASEMENT

BETWEEN Manast

COMMUNITY OF OREGON

WHEREAS: The Manast Community of Oregon

HEREBY AFTER RECORDING RETURN TO

RON BARBER  
P.O. Box 337  
SPRAGUE RIVER  
OREGON 97639

STATE OF OREGON,  
County of Klamath

SS.

I certify that the within instrument was received for record on the 2nd day of November, 1979, at 1:27 o'clock P.M., and recorded in book/reel/volume No. M79 on page 25910 or as document/fee/file/instrument/microfilm No. 76421. Record of Deeds of said County.

Witness my hand and seal of County affixed.

By Wm. D. Milne Deputy

Fee \$7.00