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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this fifth day of August, 19 80, by and between Bradford W. Kalita, hereinafter called the first party, and William K. Kalita, 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: A parcel of land situated in the SE 1/4 of Section 10, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows: Beginning at a 5/8" iron pin on the North-South centerline of said Section 10, said point of beginning also being on the Northwesterly right of way of the Head of the Williamson Road, from which the S 1/4 corner of said Section 10 bears South 00° 13' 18" East 744.68 feet, thence from said point of beginning North 00° 13' 18" West along the North-South centerline of said Section 10 693.50 feet to a point, thence South 41° 42' 22" East 598.41 feet to a point on the Northwesterly right of way of the Head of the Williamson Road, thence along the arc of a 1382.40 feet radius curve to the right and along the Northwesterly right of way of said Head of the Williamson Road (Delta = 12° 55' 00", Chord = 310.97 feet) 311.65 feet to a 5/8" iron pin, thence continuing South 62° 20' 33" West along the Northwesterly right of way of said Head of the Williamson Road, 155.78 feet to the point of beginning.

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 (\$) 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

A roadway easement 30 feet wide for ingress and egress purposes fronting on and parallel with the Head of the Williamson Road right of way. Said easement lies adjacent to and northwesterly of the southeasterly boundary of the above described real property.

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

Best Bloberla described on the reverse side of this document. Generally known as (Head of the Williamson Road right of way) of first party. This party will be responsible for any damage to the easement as described by following:

If this agreement is for a term of less than 10 years, the first party shall have the right to terminate the easement at any time.

cc 7/20

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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 line lying fifteen feet northwesterly of and parallel with the southeasterly boundary (Head of the Williamson Road right-of-way) of that real property described on the reverse side of this document.

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

The easement described above shall continue for a period of years... and second party's right of way shall be parallel with said center line and not more than fifteen 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...

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.

Bradford W. Kalita
Bradford W. Kalita

STATE OF OREGON, County of Klamath

Personally appeared Bradford W. Kalita, 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...

STATE OF OREGON, County of Klamath, ss. August 5, 1980

Personally appeared Bradford W. Kalita and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon, My commission expires 7/6/82

AGREEMENT FOR EASEMENT BETWEEN Bradford W. Kalita and William K. Kalita

William K. Kalita, Notary Public for Oregon, My commission expires 7/6/82

STATE OF OREGON, County of Klamath, ss. August 7, 1980, at 2:31 o'clock P.M., and recorded in book M80, on page 14716, or as file/roll number 87912.

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

William K. Kalita, Recording Officer, Chiliquin, OR 97624

By Bernice A. Hitchcock, Deputy

Fee \$7.00

William K. Kalita, Chiliquin, OR 97624

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