

TC

21929

AGREEMENT FOR EASEMENT

Vol 483 Page 4761



THIS AGREEMENT, Made and entered into this 15 day of March, 1983,
by and between Edward Larraide and Ruth G. Larraide
hereinafter called the first party, and (see below)
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: Township 36 South, Range 10 East W.M.
Section 24, Southwest 1/4 of the Southwest 1/4

No Consideration

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 Owners of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 36 South, Range 10 East, W.M., their heirs and assigns, A 30 foot wide roadway easement over and across the West 30 feet of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 36 South, Range 10 East W.M.

(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:

4762

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

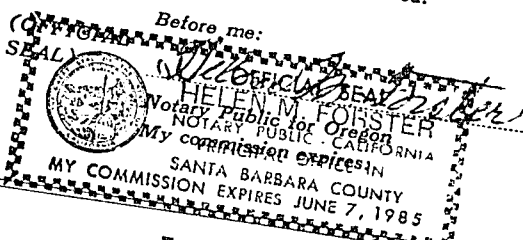
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

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 California
County of San Diego
March 15, 1983
Personally appeared the above named Edward Larraalde & Ruth G. Larraalde
and acknowledged the foregoing instrument to be.....
their voluntary act and deed.

Before me:

HELEN M. FORSTER
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
MY COMMISSION EXPIRES JUNE 7, 1985

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO
Edward Larraalde
1704 Paterna Road
Santa Barbara CA
93103

(ORS 93.490)

Edward Larraalde
Ruth G. Larraalde

STATE OF OREGON, County of
Personally appeared 19.....) ss.
..... 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
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)

STATE OF OREGON,
County of } ss.

I certify that the within instru-
ment was received for record on the
31st day of March, 1983
at 9:55 o'clock A.M., and recorded
in book/reel/volume No. M83 on
page 761 or as document/file/
instrument/microfilm No. 21929
Record of Deeds
of said County.

Witness my hand and seal of
County affixed.
EVELYN BIEHN COUNTY CLERK
By [Signature] Deputy

SPACE RESERVD
FOR
RECORDER'S USE

8.00