

26628

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 1st day of July, 1983,
by and between Jonathan M. Hanson
hereinafter called the first party, and Richard N. Carter and Maureen D. O'Connell
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:

Twenty acres, being all of Lot 26, Sec. 5, T35S, R7E, Willamette Meridian, covered

by:
deed for sixteen acres to Jonathan M. Hanson, dated the 29th day of March 1971,
and recorded the 17th day of May 1971 in Book M71, on page 3392, Klamath County
Deed Records.

and deed for four acres to Jonathan M. Hanson, dated the 12th of March 1970, and
recorded the 1st day of May 1970 in Book M70, on page 3417, Klamath County
Deed Records.

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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a road easement
for ingress and egress purposes from the second party's real estate (commencing at the
Southwest corner of Lot 25, Sec. 5, T35S, R7E, Willamette Meridian, Klamath County,
Oregon), to the easement recorded in Klamath County Deed Records, Book M80 page 7547.
Said easement shall be in the existing road running East and West along the Southern
boundary of Lot 26, and North and South along the Eastern boundary of Lot 26. The
second party shall construct a short drive, width not to exceed 15 feet, to connect
with aforementioned existing road along the Eastern boundary of Lot 26.

(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 de-
scribed 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:

Consideration of this easement is the agreement that the second party, his heirs,
grantees, or assigns will contribute materials, money and/or labor to maintain the
road on a use basis for the mutual use of the first and second parties, their heirs,
grantees, or assigns.

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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:

The center line of said easement shall be defined by the Southern boundary, running East and West, and the Eastern boundary, running North and South, of Lot 26.

The easement described above shall extend to and from the center line of said easement, and second party's right of way shall be parallel with said center line and not more than 7 1/2 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.

Justina Hans

STATE OF UTAH
County of Salt Lake
July 1st, 1983
Personally appeared the above named
Justina Hans

Notary Public for Utah
My commission expires: 1/13/85

STATE OF OREGON, County of
Personally appeared, 19
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.

Notary Public for Oregon
My commission expires:
(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN
AND

M. O'Connell + R. Carter
7549 Adrian Dr.
Rohnert Park, Ca. 94928

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 5th day of August, 1983, at 11:53 o'clock A.M. and recorded in book/reel/volume No. 12949 or as document/fee/file/instrument/microfilm No. M. 83 of said County.

Witness my hand and seal of County affixed.
EVELYN BISHN COUNTY CLERK
NAME
By *Deputy* Deputy