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PA / DOBELL
EASIAN BIRTH COOMLA CREEK

FORM No. 924 - GENERAL EASEMENT

TC
MTC 1396 Vol. 483 Page 14019
AGREEMENT FOR EASEMENT

2722A

THIS AGREEMENT, Made and entered into this 24th day of May, 1983,
by and between John G. Maguire and Bonnie J. Maguire, husband and wife
hereinafter called the first party, and Bonnie J. Maguire
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:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 4, Township 41 South,
Range 10 East W.M.

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 the use of the
existing graveled road located upon, over and across the above described real
property and the south 30 feet of NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4, Township 41 South, Range
10 East W.M. from 15 feet west of the centerline of said road for a distance
of 500 feet East for the purpose of access to a parcel of land containing 5.00
acres more or less, situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4, T. 41 S., R 10 E. W.M. and
the first party further grants, assign and setover to the second party the right
to have electrical power installed, erected or passover the SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
and the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4, T. 41 S., R. 10 E.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 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 PERPETUALLY, always subject,
however, to the following specific conditions, restrictions and considerations: This agreement
shall be binding upon and inure to the benefit of the parties hereto, their
heirs, successors and assigns. This easement shall not be considered exclusive.

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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: That presently existing gravel surface roadway commencing on the north line of the subject property and continuing through the subject property to the southern most line and the South 30 feet of the NELSON, Section 4, T.41S. R.10E.W.M. from 15 feet West of the centerline of said road for a distance 500 feet East

and second party's right of way shall be parallel with said center line and not more than 15 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 ALASKA

County of May 28, 1983

Personally appeared the above named

John G. Maguire

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Coral L. Ottmann

Notary Public for Oregon/ALASKA
My commission expires: 10-22-86

(ORS 93.490)

STATE OF OREGON, County of ss.

Personally appeared

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 Klamath ss.

BE IT REMEMBERED, That on this 3rd day of June, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bonnie J. Maguire

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Patricia J. Turner
Notary Public for Oregon
My Commission expires 9-8-83

Return to: Bonnie Maguire
General Delivery
Petersburg, AK 99783

STATE OF OREGON: COUNTY OF Klamath ss

I hereby certify that the within instrument was received and filed for record on the 19th day of August A.D., 1983 at 4:16 o'clock P M, and duly recorded in Vol M83, of Deeds on page 14019

Fee \$ 8.00

EVELYN BIEHN COUNTY CLERK

by Susan L. Lerner Deputy