

AGREEMENT FOR EASEMENT

JUL 5 1989

THIS AGREEMENT made and entered into this 30th day of June, 1989, by and between DONALD M. MCBRIDE and PATRICIA E. MCBRIDE, husband and wife, hereinafter called the First Party and JOHN P. RADHMACHER and DIANE HASEMAN, husband and wife, hereinafter called the Second Party;

W I T N E S S E T H:

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

All that property situated in Sections 27 and 34, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

S $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27 and the N $\frac{1}{2}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34.

SAVING AND EXCEPTING any part of Section 34 that may be in the South 330 feet of West 660 feet of the N $\frac{1}{2}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ of said Section 34, Klamath County, Oregon.

and has the right to grant the easement hereinafter described relative to said real estate; and

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 is hereby acknowledged by the First Party, they agree as follows:

The First Party does hereby grant, assign and set-over to the Second Party, an easement over the Westerly thirty feet (30') feet of said property extending from the South property line, parallel to the Westerly property line, to the North property line (or to its junction with Day School Road as extended), for purposes of ingress and egress to property owned by Second Party to the South of said property.

The Second Party shall have all personal 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 be perpetual.

This easement is for a right-of-way over or across First Party's said real estate, and is for the benefit of and shall run with the land owned by Second Party, legally described as follows, to-wit:

The S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 34, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

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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, subject, however, to the termination provisions and conditions contained hereinabove.

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 on the day and year first above written.

Donald M. McBride

Patricia E. McBride

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named Donald M. McBride on this 30th day of June, 1989, and acknowledged the foregoing instrument as his voluntary act and deed.

Before me:

James L. Heath
Notary Public for Oregon
My Commission Expires: 9-15-91

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named Patricia E. McBride, on this 30th day of June, 1989 and acknowledged the foregoing instrument as her voluntary act and deed.

Before me:

James L. Heath
Notary Public for Oregon
My Commission Expires: 9-15-91

AGREEMENT FOR
EASEMENT

Between

and

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Neal G. Buchanan

on this 7th day of July A.D., 1989
at 3:44 o'clock PM, and duly recorded
in Vol. M89 of Deeds Page 12485
Evelyn Biehn County Clerk

By Douglas M. Mulendore

Re, \$13.00

Deputy.

After Recording Return To:
NEAL G. BUCHANAN
601 Main St., Ste. 215
Klamath Falls, OR 97601