

73627

## AGREEMENT FOR EASEMENT

ARC 3992 Vol. m93 Page 35156

THIS AGREEMENT, Made and entered into this 13<sup>th</sup> day of DECEMBER, 1993,  
by and between San Juan Properties Incorporated  
hereinafter called the first party, and Randy and Linda Morris  
hereinafter called the second party;

WITNESSETH:

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

That portion of Lot 3 and that portion of  
the South half of the north west quarter  
of Section 1, Twp. 37 S. R. 11 E.W.M. lying  
South of Highway.

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 non-exclusive easement for Roadway purposes  
20 feet wide, not exceeding 80 feet in length  
parallel and adjacent to the most westerly  
Boundary of above described property to provide ingress  
and egress to public to and from Hwy 140  
as identified and circled on map attached.

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

Consent is given as follows:

It is the intention of the parties that this agreement shall be binding upon the parties and their heirs, assigns and assigns forever.

32724

35157

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:

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 OREGON,

County of Klamath

December 13, 1993

Personally appeared the above named

John M. Kemper

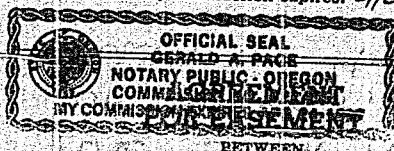
and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 4/24/93



BETWEEN

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 ..... ) ss.

I certify that the within instrument was received for record on the day of ..... 19.....

at ..... o'clock ..... M., and recorded in book/reel/volume No. .... on page ..... or as document/fee/file/instrument/microfilm No. .... of said County.

Witness my hand and seal of County attixed.

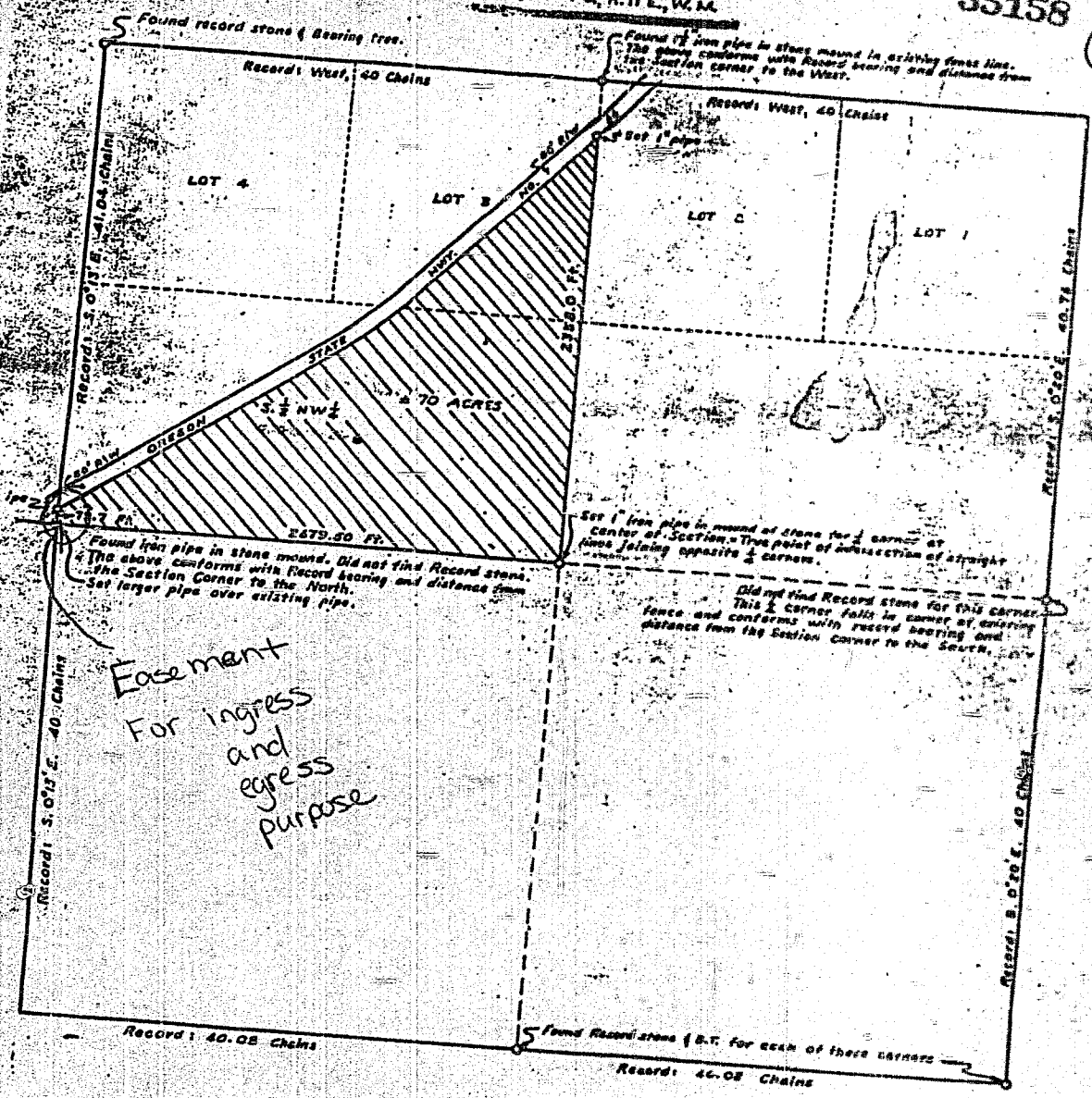
By: ..... Deputy

AFTER RECORDING RETURN TO  
Randy L. Norris  
P.O. Box 129  
Beatty, Oregon 97621

SEC. 1, T. 37 S., R. 11 E., W. 11

35158

Survey 35158



FILED  
IN THE OFFICE OF THE CLATSOP  
COUNTY SURVEYOR THIS 14th DAY  
of July 1993  
*Julian M. Ager*  
CLATSOP COUNTY SURVEYOR

REGISTERED  
OREGON  
LAND SURVEYOR  
*Julian M. Ager*  
GIVEN 15 1992  
JULIAN M. AGER  
383

| MAP OF SURVEY                                                                                                                                                |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| THAT PORTION OF LOT 2 AND THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SEC. 1, T. 37 S., R. 11 E., W. 11, LYING SOUTH OF THE HWY. 99, CLATSOP COUNTY, OREGON. |                     |
| SURVEYED FOR                                                                                                                                                 | T. R. MONTGOMERY    |
| SURVEYED BY                                                                                                                                                  | JULIAN M. AGER      |
| BOARDS BY                                                                                                                                                    | J. M. A. MONTGOMERY |
| SCALE                                                                                                                                                        | 1" = 50'            |

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title Co  
of Dec. A.D., 19 93 at 3:30 o'clock P M., and duly recorded in Vol. M93 day  
of Dec. 1993 at 3:30 o'clock P M., and duly recorded in Vol. M93 day  
of Dec. 1993 at 3:30 o'clock P M., and duly recorded in Vol. M93 day  
FEE \$40.00

Evelyn Biehn  
By Wendy Miller County Clerk