

89-08192

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 2nd day of June, 1989,
by and between GREGORY ADAMS AND DANIEL E. BUNN,
hereinafter called the first party, and PHILLIP CAM AND DEBRA L. CAM
, hereinafter called the second party;

WITNESSETH:

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

The South West Quarter of Section 18, Township 37 South, Range 6 West of
the Willamette Meridian, Josephine County, Oregon.

ALSO: The Southeast Quarter of the Northwest Quarter of Section 18,
Township 37 South, Range 6 West of the Willamette Meridian, Josephine
County, Oregon.

ALSO: All of Government Lot 3, all of Government lot 1, the Southeast
Quarter of the Northeast Quarter, and the Northeast Quarter of the
Southeast Quarter of Section 19, Township 37 South, Range 6 West of
the Willamette Meridian, Josephine County, Oregon.

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 ingress and egress, 30 feet in width, along
an existing shale road beginning at Marble Mountain Road in Section 18,
Township 37 South, Range 6 West of the Willamette Meridian, Josephine
County, Oregon; thence Southerly along said road. The center line of
unsurveyed roadway as now exists over the described premises as shown
in the following documents: V 098 P 0515, V 098 P 0516, V 096 Page 1745,
V 095 P 0621, V 095 P 0622, V 096 P 1744, V 96 P 1900, V 96 P 1901 and
being the same easement reserved by these documents.

(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 FOREVER, 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:

The first party reserves for the use of that property described in V. 96 P.1900 and V. 96 P1901 a non-exclusive, pertetual easement for ingress and egress 30' in width ^{on} existing shale roads now in use over and across the real property of the first party herein described.

and second party's right of way shall be parallel with said center line and not more thanFifteen..... 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. If the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized by its board of directors.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Dated June 2, 1989.

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of JACKSON

This instrument was acknowledged before me on JUNE 2nd, 1989, by Daniel E. Bunn and Gregory Adams

Notary Public for Oregon

My commission expires: 6/23/90

DANIEL E. BUNN

GREGORY ADAMS

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

(SEAL)

NOTARY PUBLIC
AGREEMENT
FOR EASEMENT
BETWEEN
AND
AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of

men

at

in

pag

inst

Rec

of

Cot

State of Oregon,) ss NO.
County of Josephine,)
I, County Clerk and ex-officio Recorder of
Conveyances, in and for said County, do here-
by certify that the within instrument was
received for record and Recorded

At Page 1237 of Vol 110

Book of Records, Josephine County, Oregon.

GEORGETTE BROWN, COUNTY CLERK

By: [Signature] Deputy

Fee \$ 10.00

Hand Returned ☒ Mailed ☐ Hold ☐

ss. u- he ed on e/ of

NAME

TITLE

By

Deputy