

TC  
W-1-1464

88351

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 12<sup>TH</sup> day of APRIL, 1979,  
 by and between MARY L. FALES AND DOBIE J. FALES, HUSBAND AND WIFE, AND  
 herein after called the first party, and DUSTY L. STEVENS, SINGLE MAN AND STEVEN  
 C. STEVENS A SINGLE, herein after called the second party;

## WITNESSETH

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

THE WEST 1/4 OF THE NORTHWEST 1/4 (A) SO KNOWN AS GOVERNMENT LOT 4  
 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 27, TOWNSHIP  
 2 NORTH, RANGE 5 EAST OF THE N.W.M., SITUATE IN THE COUNTY OF  
 SKAMANIA, STATE OF WASHINGTON, EXCEPT THAT PORTION THEREOF LYING  
 WITHIN THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER  
 TRANSMISSION LINES

JUN 1979

RECEIVED  
 SKAMANIA COUNTY  
 AUDITOR  
 STEVENS, WASH.

and has the unrestricted right to grant the easement hereinabove 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 acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party THEIR HEIRS AND ASSIGNS, THE RIGHT OF INGRESS, EGRESS AND UTILITIES, IN COMMON WITH OTHERS, OVER, UNDER AND ACROSS A 60' EASEMENT BEGINNING AT THE N. CORNER COMMON TO SEC. 27, AND 28, T. 2 N. R-5E, WM. THENCE N. 00° 30' 37" W. TO THE INTERSECTION WITH LEBARRE ROAD, SAID EASEMENT LYING EAST OF THE COMMON SECTION LINE.

(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 hereinabove 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 continue for a period of ... PERPETUAL, always subject, however, to the following specific conditions, restrictions and considerations: NONE

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 term of acknowledgment opposite.)

STATE OF OREGON,  
County of MULTNOMAH } ss.

APRIL 27, 1979.

Personally appeared the above named MELVIN FIDES AND NORIS M. FIDES AND ULIFORD T. COOK AND DALE P. COOK and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon  
My commission expires: JULY 28, 1981

IORS 93-4901

STATE OF OREGON, County of

, 19

ss.

Personally appeared

who, being duly sworn, 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

, a corporation, 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.

Witness me:

Notary Public for Oregon  
My commission expires:

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

No. 6799  
AFTER RECORDING RETURN TO  
TRANSACTION EXCISE TAX

JUN 26 1979  
Amount Paid: \$10.00

Siskiyou County Treasurer  
By: [Signature]

SPACE RESERVED
FOR
RECORDING OFFICER INITIALED
INDEXED BY
SEARCHED
RECORDED
COMPILED
FILED
MAILED

STATE OF OREGON

ss.

County of

I certify that the within instrument was received for record on the 27 day of JUNE, 1979, at 11:30 o'clock A.M., and recorded in book 76 on page 741 or as file/reel number

Record of Deeds of said county.  
Witness, my hand and seal of  
County affixed.

Recording Officer

By: [Signature] Deputy

Mr. or Mrs. [Signature]