

89072

AGREEMENT FOR BATEMENT

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THIS AGREEMENT, Made and entered into this 9th day of July, 1979
by and between Richard D. Hamby and Janice L. Hamby, husband and wife,
hereinafter called the first party, and Ted W. Kent and LeVonne L. Kent, husband and

WEDNESDAY

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

Lots 3 and 4, LaBarre Flat Shore Flat, Recorded June 28, 1975,
under Book 1, Page 5, records of Skamania County, Washington.



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

NOW, THEREFORE, in view of the promises 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

An Easement, 50.00 feet in width, for ingress, egress and utilities.

6420
No. 6420
TRANSACTION EXCISE TAX

JUL 25 1979

Amount Paid \$100.00

Skema County Treasurer

By W. A. D. S. C. H. S.

(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 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 perpetuity, always subject, however to the following specific conditions, restrictions and covenants:

(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:

Beginning at a point which is North 587.27 feet and East 207.86 feet from the center of Section 25, Township 2 North, Range 5 E.W.M.; thence northwesterly along the northwesterly boundary of LaBarre Road 40.00 feet to the true point of beginning of the centerline of the easement herein described; thence South 41° 00' 00" West 187.00 feet; thence South 63° 00' 00" West 226.00 feet to a point on the south line of said lots 3 and 4, said point being West 36.23 feet from said road northwesterly boundary.

and second party's right of way shall be parallel with said center line and not more than 25 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.

X Richard D Hamby
X Janice Y. Hamby

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(042-93.470)

STATE OF ~~WASHINGTON~~ Washington)

County of Skamania

July 9, 1977

Personally appeared the above named Richard D. Hamby and Janice Y. Hamby and acknowledged the foregoing instrument to be their free and voluntary act and deed.

Notary Public for Washington

My commission expires: May 1, 1981

STATE OF OREGON, County of

19

ss.

Personally appeared

and

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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT

FOR EASEMENT

BETWEEN

Richard D. Hamby and
Janice Y. Hamby

AND

Tod W. Kent and
Lavene L. Kent

AFTER RECORDING RETURN TO

RECEIVED

INDEXED: CR

INDEXED

RECORDED

COMPARED

FILED

OPAL RECEIVED

FOR

RECORDING A USE

WASHINGTON
STATE OF OREGON

County of Skamania

ss.

I certify that the within instrument was received for record on the 25 day of July, 1977, at 10:20 o'clock A.M., and recorded in book 76 on page 878-7 or as file/real number 89072. Record of Records of said county.

Witness my hand and seal of County attixed.

T. P. Todd
Recording Officer
By B. Babcock Deputy