

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 4 day
of April, 1974, by and between HAROLD A. CAMPBELL,
hereinafter called the first party, and GEORGE F. CRAIN and
LUCILLE CRAIN, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the
real estate subject to the hereinafter described easement
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 considera-
tion of One and No/100 (\$1.00) Dollar 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, the
parties agree as follows:

The first party does hereby grant, assign and set over
to second party an easement for the construction and maintenance
of a buried pipeline and for ingress and egress to the following
described tract of land:

A tract of land situated in the SE $\frac{1}{4}$ of Section
36, T38S, R9EWM, Klamath County, Oregon, more
particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner of said Section
36; thence N27°17'03"E 1513.88 feet to a 2-inch
galvanized iron pipe marking the initial point
of Tract 1003-Third Addition to Moyina; thence
S16°15'45"E 293.23 feet to a spike on the easterly
line of said Tract 1003; thence N38°37'25"E 618.45
feet to a $\frac{1}{2}$ inch iron pin marking the true point
of beginning of this description; thence N39°42'
35"W 87.48 feet; thence N38°37'25"E 125.00 feet;
thence S39°42'35"E 148.74 feet; thence S38°37'25"
W 125.00 feet; thence N39°42'35"W 61.26 feet to
the true point of beginning, containing 0.42
acres, more or less, with the bearings based on
the said Tract 1003-Third Addition to Moyina,

from Lot 11, Block 5, Third Addition to Moyina, Klamath County, Oregon.

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, always subject, however, to the right of first party to determine the location of said pipe and ingress and egress roadway between said real estate as above described.

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.

Harold A. Campbell
Harold A. Campbell

George F. Crain
George F. Crain

Lucille Crain
Lucille Crain

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STATE OF OREGON)
County of KLAMATH) ss.

March 26, 1974

Personally appeared the above named Harold A. Campbell
and acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/77
Notary Public for Oregon
My Commission Expires:

STATE OF OREGON)
County of KLAMATH) ss.

April 4, 1974

Personally appeared the above named George F. Crane
and Lucille Crain and acknowledged the foregoing instrument
to be their voluntary act and deed.

Before me:

Mary Ann Cunard
Notary Public for Oregon
My Commission Expires: 11-20-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Crane & Bailey
this 4th day of APRIL A. D. 1974 at 2:16 o'clock P. M., and
duly recorded in Vol. M 74, of DEEDS on Page 4137

FEE \$ 6.00

Wm D. MILNE, County Clerk

Harold A. Campbell