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## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of August, 1976, by and between HARRY J. HALLMAN and VICKY V. HALLMAN, husband and wife, hereinafter called the first party, and HENRY & GERALD WOLFF RANCH, INC., hereinafter called the second party;

WITNESSETH:

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

The S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  and that portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  lying west of Sprague River in Section 36, Township 34 S., Range 8 East of the Willamette Meridian.

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 acknowledged 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 public easement, for ingress and egress to Lots 1 and 2, TRACT 1118, said easement situated in the S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  of section 36, T34S, Range 8 EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the center one-fourth (C $\frac{1}{4}$ ) corner of said section 36; thence N00°02'14"E, along the west line of the NE $\frac{1}{4}$  of said section 36, 60.00 feet; thence S89°55'37"E 60.00 feet; thence S00°02'14"W 60.00 feet to the south line of the NE $\frac{1}{4}$  of said section 36; thence N89°55'37"W 60.00 feet to the point of beginning, with the bearings based on the said TRACT 1118, a duly recorded subdivision.

(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 considerations: said easement shall be for the use and enjoyment of the second party and the public.

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By Scott Deputy