

TC

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THIS AGREEMENT, Made and entered into this 20th day of March, 1979, by and between William E. Bergstrom hereinafter called the first party, and John M. Schoonover hereinafter called the second party;

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

The S 1/2 S 1/2 SW 1/4 NE 1/4 Section 5, TWP25S, R8E, W. M.

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 An easement forty five feet (45 ft.) wide, being a quarter circle extending from the East boundary to the South boundary of the S 1/2 S 1/2 SW 1/4 SE 1/4 Section 5, TWP25S, R8E, W. M.; the centerline of which is a radius twenty two and half feet (22 1/2 ft.) long, the center point of which is the survey marker of the SE corner thereof.

(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 permanent, however, to the following specific conditions, restrictions and considerations: The second party will grant unto the first party full and permanent use of any roads and bridges belonging to the first party on property adjacent to acreage described above. Failure to do so cancels this agreement.

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