



FRONTIER
TITLE & TRUST CO.

87045

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Agreement For Easement

This Agreement, made and entered into this 23rd day of June, 1980 by and between Daniel Bailey, hereinafter called the First Party, and the public as a whole, to include specifically, the holders of certain real property in Klamath County, State of Oregon legally described hereinafter, hereinafter called the Second Party;

Whereas, The first Party is the record owner of property located in Klamath County, State of Oregon, to wit;

Township 35 South, Range 12 East of the Willamette Meridian; Section 18, the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the east $\frac{1}{2}$ of the west $\frac{1}{2}$. Section 19, the Southeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$, and the East $\frac{1}{2}$ of the southwest $\frac{1}{4}$. Section 30, the North $\frac{1}{2}$ and the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$.

Whereas, at the time of conveyance of the parcels adjoining the above described lines by the First Party, it was the intention of the First Party and is the intention of the First Party that the public as a whole should benefit from the easement hereinafter described.

Whereas, Second Parties are the public as a whole or owners of certain real property located in Klamath County, State of Oregon in need of access to other adjacent real property.

Now Therefore, in view of the premises, and consideration of \$1.00 (one dollar) the second Party to the First Party paid, the receipt of which is hereby 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, 60 feet in width, for ingress and egress and utilities, over and across the following described lands; Township 35 South, Range 12 East of Willamette Meridian:

- A. An easement, 60 ft. in width, 30 ft. on each side of the north-south line bisecting the South $\frac{1}{2}$ of section 18, and an easement 60 ft. in width north of and adjacent to the south boundary of the east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the west $\frac{1}{2}$ of section 18.
- B. An easement, 60 ft. in width, along, adjacent and east of the west boundary of the northeast $\frac{1}{4}$ of section 19, and an easement, 60 ft. in width, and 30 ft. on each side of the north-south line bisecting the south $\frac{1}{2}$ of section 19.
- C. An easement, 60 ft. in width, along and 30 ft. on each side of the north-south line bisecting the north $\frac{1}{2}$ of section 30. An easement, 60 ft. in width north of and adjacent to the south boundary of the East $\frac{1}{2}$ of the east $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of section 30, and an easement, 60 ft. in width, and 30 ft. on each side of the east-west line bisecting the West $\frac{1}{2}$ of section 30 excepting therefrom, the east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of section 30.
- D. These easements shall meander insofar as to create a roadway easement whose minimum width shall be 60 ft. at all points.

The Second Party shall have all rights of ingress and egress to and from said real estate (including the right from time to time 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.

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The easement described above shall continue for a perpetual period, and shall be unrestricted.

This agreement shall bind and inure to the benefit thereof, 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 singular include the plural; the masculine includes the feminine and neuter; and generally all changes shall be made or implied so that this instrument shall apply to individuals and to corporations.

In Witness Whereof the Parties hereto have subscribed this instrument in duplicate on this day and year first hereinafter written.

Daniel Bailey
Daniel Bailey

State of Oregon, County of Klamath ss.

Date: July 11, 1980

Personally appeared Daniel Bailey The above named and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Pamela A. Truitt
notary public for Oregon

my commission expires: 4/9/84

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title Co.

this 17th day of July A. D. 19 80 at 3:45 o'clock P.M., on

fully recorded in Vol. 480, of Deeds on Page 13338

By Bernetha H. Lettsch
Wm D. MILNE, County Cl.

Fee \$7.00