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AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 13 day of February, 1981, by and between JACK A. DEFOE and PATRICK M. GISLER, hereinafter called the First Party and TIMOTHY G. WAKEFIELD and ROSE M. WAKEFIELD, husband and wife, hereinafter called the Second Party,

Whereas, First Party is the owner of the following described real estate in Klamath County, State of Oregon, to-wit:

The SW $\frac{1}{4}$ of Section 31, Township 24 South, Range 9 E., W.M. together with lands in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 24 South, Range 9 E., W.M. and lands in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 24 South, Range 8 E., W.M. all in Klamath County, Oregon.

AND WHEREAS, the Second Party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 24 South, Range 8 E., W.M., and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 24 South, Range 9 E., W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the 1/4 corner common to said Section 36 and 31; thence N 00° 32' 26" East along the section line, 265.10 feet; thence N 89° 22' 07" W 102.72 feet to the southeasterly right of way line the Dalles-California Highway (100.00 feet from centerline, measured at right angles); thence N 25° 41' 25" E, along said right of way line, 55.20 feet; thence S 89° 22' 07" E 496.76 feet; thence N 25° 41' 25" E 408.60 feet to a point on the northerly line of that tract of land as described in Deed Volume 143, page 587, of the Klamath County deed records; thence S 64° 18' 35" E., along said northerly line and its extension, 788.85 feet to a point on the east line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 31; thence S 00° 13' 33" W 343.03 feet to the CW 1/16 corner of said Section 31; thence N 89° 43' 26" W 1307.10 feet to the point of beginning referenced to survey No. 3223, as recorded in the office of the Klamath County Surveyor: SUBJECT TO an easement 60 feet in width being 30 feet, measured at right angles to, the following described centerline; Beginning at a point on the south line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 31 from which the 1/4 corner common to said Sections 31 and 36 bears N 89° 43' 26" W 330.00 feet; thence North 291.24 feet; thence along the arc of a curve to the left (central angle = 04° 10' 33" and radius = 300.00 feet) 21.86 feet to a point leaving the above described tract of land and TOGETHER WITH the continuation of said easement, along the arc of said curve to the left (radius point bears S 85° 49' 27" W 300.00 feet and central angle = 60° 08' 02") 314.86 feet; thence N 64° 18' 35" E 157.18 feet to a point on the southeasterly right of way line of the Dalles-California Highway, at engineer's centerline Sta. 36 + 50, said point being 50.00 feet from the centerline of said Dalles-California Highway (Highway No. 97)."

NOW, THEREFORE, and in view of the premises and in consideration of \$1.00 paid by the Second Party to the First Party and other valuable considerations the receipt of all of which is hereby acknowledged by the First Party they agree as follows:

Reference is made to that certain Deed between the First Party and the Second Party dated October 27, 1980, and recorded at Book M81, Page 3045, DEED RECORDS OF KLAMATH COUNTY, OREGON, and the easement granted and reserved therein.

IT IS AGREED that the easement granted and the easement reserved are for road purposes, utilities, including Crescent Water Association, rights of ingress and egress to and from the above described real estate, and all

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rights and privileges incident thereto. First party and Second Party agree to grant an additional ten (10) feet of easement on either side of the referenced easement if such increase is required for construction of utilities or Crescent Water Association facilities.

THE First Party shall have the right to cause all of the area of the easement dedicated to the public for road and access purposes. Second Party shall retain the right of access from the easements should they be dedicated to the public. If First Party desires to have the road dedicated to the public, First Party shall pay all costs and expenses required to secure such dedication, including all road construction costs; except that the Second Party does agree to clear a right of way and prepare the sub-grade for such road when needed by either party. First Party and Second Party agree that their rights under this agreement shall run with the land and may be transferred or assigned to their heirs or assigns.

THIS AGREEMENT shall bind and inure to the benefit of the parties hereto together with their heirs, executors, administrators and successors in interest as well

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Jack A. Defoe First Party
Patrick M. Gisl First Party
Timothy G. Wakefield Second Party
Rose M. Wakefield Second Party

STATE OF OREGON)
) ss
 County of Deschutes)

February 10, 1981.
 Personally appeared the above named Jack A. Defoe and Patrick M. Gisl and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Luis L. Wright
 Notary Public for Oregon
 My Commission expires: 11-21-81

STATE OF OREGON)
) ss
 County of Deschutes)

Personally appeared the above named Timothy G. Wakefield and Rose M. Wakefield and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Luis L. Wright
 Notary Public for Oregon
 My Commission expires: 11-21-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 27th day of February A.D. 1981 at 12:18 clock P

duly recorded in Vol. M81, of Deeds on a 3444

By Bernetha A. Letoch
 EVELYN BERN, County

Fee \$7.00

Ret:

Pine Forest Escrow

P.O. Box 685

La Pine, OR 97739