

14624

AGREEMENT FOR EASEMENT

10621

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of ~~June~~ <sup>AUGUST</sup>, 1982, by and between LEO MATNEY, hereinafter called the Grantor, and O'CONNOR LIVESTOCK COMPANY, an Oregon Corporation, hereinafter called O'CONNOR:

## W I T N E S S E T H

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

N $\frac{1}{2}$  NW $\frac{1}{4}$  Section 31, Township 40 South, Range 10 East of the Willamette Meridian and a Tract of land located in the N $\frac{1}{2}$  NE $\frac{1}{4}$  Section 36, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows: Beginning at the quarter section corner common to section 25 and 36, Township 40 South Range 9 East of the Willamette Meridian, said corner being monumented by a U.S.G.S. brass cap on a rock; thence S 16°58' E a distance of 1382.5 feet; thence East a distance of 2230.0 feet; thence North a distance of 1320.0 feet to an old fence line; thence West a distance of 2640.0 feet more or less to the point of beginning.

And has the unrestricted right to grant the easement hereinafter described relative to said real estate.

Grantor conveys to O'Connor his heirs, successors and assigns, a perpetual non-exclusive easement across the property of Grantor, more particularly described as: a strip of land situated in the N $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 31, Township 40 South Range 10, East of the Willamette Meridian, Klamath County, Oregon and the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 36, Township 40 South Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as being the South 60 feet of said N $\frac{1}{2}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

The terms of this easement are as follows:

1. O'Connor, his agents, independent contractors and invitees shall use the easement strip for purposes of access to the property described below in Paragraph 5 and in conjunction

with such use, may construct, reconstruct, maintain and repair a road thereon.

2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the easement strip and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors right of use shall be dominate.

3. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of O'Connor in the original easement strip. Such amendment of the description shall be effective whether or not signed by O'Connor but O'Connor shall execute it or such other document necessary to indicate relocation of the easement strip, when and if requested by Grantor.

4. O'Connor agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of O'Connor's use of the easement strip. O'Connor shall pay Grantor for any merchantable timber or other property of Grantor's property damaged by O'Connor's use of this easement. O'Connor assumes all risks arising out of its use of the easement strip and Grantor shall have no liability to O'Connor or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by O'Connor and described below in Paragraph 8, but not be limited to that property, as said

easement shall be appurtenant to and for the benefit of other property owned by O'Connor adjacent to the dominant estate.

6. This easement shall be perpetual and shall not terminate for periods of non-use by O'Connor. Said easement may be terminated upon written agreement by Grantor and O'Connor their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of records.

8. The following is a description of O'Connor's property to which this easement is appurtenant;

Portion of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Township 40 South, Range 9 E.W.M., more particularly described as being said SE $\frac{1}{4}$  NE $\frac{1}{4}$  less that portion of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  conveyed to Frances O'Connor Enterprises by deed in Vol. M74 at page 6300, Deed Records of Klamath County, Oregon.

IN WITNESS THEREOF, the parties have caused this instrument to be executed the day and year first written above.

Leo Matney  
Leo Matney

Grantor

O'CONNOR LIVESTOCK COMPANY

By: John M. O'Connor  
John M. O'Connor

STATE OF OREGON

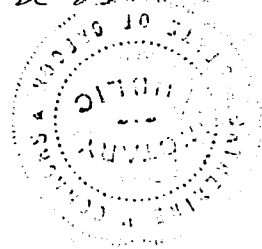
County of Klamath

ss. August 7, 1982

Personally appeared the above-named LEO MATNEY, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Arthur J. [Signature]  
Notary Public for Oregon

My Commission expires: 6-2-85



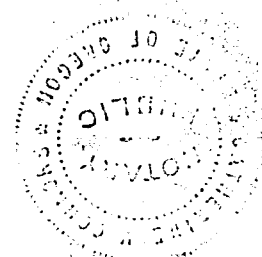
STATE OF OREGON

County of Klamath

) ss. August 7, 1982

Personally appeared the above-named JOHN M. O'CONNOR, who, being sworn, stated that he is President of O'Connor Livestock, Inc. and that said instrument was signed in behalf of said corporation by authority of its' Board of Directors; and he acknowledged said instrument to be its voluntary act. Before me:

Catherine M. Moore  
Notary Public for Oregon

My Commission expires: 6-2-85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 16 day of August A.D. 19 82 at 11:21 o'clock AM.  
duly recorded in Vol. M 82, of Deeds on p. 10621

Fee \$16.00

EVELYN BIENH COURT

By Joyce M. Moore

RET TO:

Wm. P. Brandsness  
411 Pine

4. AGREEMENT FOR EASEMENT