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AGREEMENT FOR EASEMENT

BOX 3 BOX 250

THIS AGREEMENT, Made and entered into this 16th day of September, 1982, by and between ROBERT L. MALLOY and MARILYN K. MALLOY, husband and wife, hereinafter called the first party, and DANIEL STRICKLAND and MARIAN STRICKLAND, husband & wife, 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:

East $\frac{1}{2}$ Southeast $\frac{1}{4}$; Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$, Section 10, Township 34 South, Range 7 East of the Willamette Meridian,

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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 EXCLUSIVE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

A 30 foot strip of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the northeast corner of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$, being 30 feet in width, adjacent to and parallel with the east line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and continuing South 00°34'25" East, along said east line, 830 feet.

(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 See Below, always subject, however, to the following specific conditions, restrictions and considerations:

This Easement shall continue until revoked by written agreement of the parties.

SEE HERE FOR DETAILED DESCRIPTION OF EASEMENT

EASEMENT IS GRANTED AS FOLLOWS:

IT IS HEREBY AGREED THAT THE FIRST PARTY SHALL HOLD AND SAVE THE SECOND PARTY HARMLESS FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING FROM SECOND PARTY'S USE OF THE RIGHTS HEREIN GRANTED.

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OF THE BUREAU

second party's right of way
distant from either side thereof.

This agreement shall bind and inure to the benefit of, 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 the masculine includes the feminine and the neuter; and words in the neuter shall apply both to the masculine and the feminine.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this 17th day of June, 1974.

IN WITNESS WHEREOF, the
day and year first hereinabove written.

(If the above named first party is a corporation,
use the form of acknowledgment opposite.)

Personally appeared the above named Robert
L. Malloy and Marilyn K. Malloy
and acknowledged the foregoing instrument to be
their voluntary act and deed.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF NEW YORK

BETWEEN

DOMESTIC & FOREIGN: KNOWN
AND UNKNOWNS: KNOWN

CARMEL, CA. 93923

Personally appeared _____, ss.
each for himself and not one for the other, did say that the former is the _____ and
_____ who, being duly sworn,
_____ president and that the latter is the
_____ secretary of _____
and that the seal affixed
of said _____

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

I certify that the within instrument was received for record on the 21 day of Sept., 19 82, at 10:44 o'clock A.M., and recorded in book/reel/volume No. M 82 on page 12524 or as document/fee/file/instrument/microfilm No. 15697, Record of Deeds of said County.

County of Sevier
 Witness my hand and seal of
 County affixed.
 Evelyn Biehn County Clerk
 By Evelyn Biehn TITLE
ee \$8.00 Deputy

By [Signature]
Fee \$8.00