

TC

2097

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 15 day of May, 1989, by and between James B. O'Connor and John D. O'Connor hereinafter called the first party, and Frank E. Wallace & Peggy Wallace doing business as Farmers' Sand & Gravel, 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: SW1/4NW1/4, Section 8, T. 41 S., R. 10 E.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 exclusive easement for the personal and commercial use and benefit of Second Party, the heirs of Second Party, and their contractors, lessees & licensees from time to time, which use cannot be assigned without the written consent of First Party.

In the event that Second Party erects personal residence(s) for themselves and/or their son, Randy Wallace, on that portion of Second Party's land described as the E1/2NW1/4, Section 8, T. 41 S., R. 10 E.W.M., this easement shall become perpetual for residential, non-commercial ingress and egress.

(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 indeterminate, always subject, however, to the following specific conditions, restrictions and considerations: For commercial purposes, this easement shall be extinguished and cease at the end of the economic life and completion of reclamation of the Wallace rock and cinder quarries located in Sections 4 and 5, T. 41 S., R. 10 E.W.M.

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If this easement is for a right of way over or across first party's said real estate, the nature of said easement is described as follows: The southerly 30 feet of the SW1/4NW1/4, Section 8, T. 41 S., R. 10 E.W.M.

and second party's right of way shall be parallel with said center line and not more than feet 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 singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

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

James B O'Connor

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

(ORS 93.4X)

STATE OF OREGON,

County of Klamath

STATE OF OREGON, County of) ss.

Personally appeared

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Personally appeared the above named

James B. O'Connor & John D. O'Connor

and acknowledged the foregoing instrument to be their voluntary act and deed.

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Anna Lee Hayden

Notary Public for Oregon

My commission expires: 2/15/93

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Frank H. Wallace & Peggy Wallace dba Farmers' Sand & Gravel.

AND

James B. O'Connor

John D. O'Connor

AFTER RECORDING RETURN TO

Frank H. Wallace
P.O. Box 3
Dairy, OR 97621

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 3:20 day of June, 19 89, at 3:20 o'clock P.M., and recorded in book/reel/volume No. M89 on page 11776 or as document/fee/file/instrument/microfilm No. 2097, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Anna Lee Hayden* Deputy

Fee \$13.00