

22235

AGREEMENT FOR EASEMENT

Vol. 176 Page 22896

THIS AGREEMENT, Made and entered into this 25 day of July, 1976
 by and between ROBERT M. CONNELLY AND CHRISTINE CONNELLY, TRUSTEES OF THE CONNELLY FAMILY
 hereinafter called the first party, and JAMES L. HUNTSMAN
 hereinafter called the second party;

WITNESSETH:

Klamath

WHEREAS: The first party is the record owner of the following described real estate in _____
 County, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A"

\$3,000.00

and has the unrestricted right to grant the easement hereinafter described relative to the real estate;
 NOW, THEREFORE, in view of the premises and in consideration of ~~ONE DOLLAR ONLY~~ 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 easement for ingress
 and egress over a 60 foot easement shown on Survey Map No. 2579 as filed in the
 Klamath County Surveyors office and a 30 foot access easement over an easement
 created on Major Partition No. 38-89, appurtenant to the real property of the
 second party described in Exhibit "B" attached hereto and made a part hereof.
 Said easement is also shown on Exhibit "C" attached hereto and made a part hereof.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

CONNELLY TRUST

AND

HUNTSMAN

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
 was received for record on the _____ day
 of _____, 19____,
 at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on
 page _____ or as fee/file/instru-
 ment/microfilm/reception No. _____,
 Record of _____
 of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____, Deputy

After recording return to (Name, Address, Zip):

Amendable
 each: See

SPACE RESERVED
 FOR
 RECORDER'S USE

96 JUL 29 P 3:44



The second party shall have all rights of ingress and egress to and from the 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 PERPETUITY, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

See attached Exhibit "C" made a part hereof

and second party's right of way shall be parallel with the center line and not more than feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): [] the first party; [] the second party; [] both parties, share and share alike; [] both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

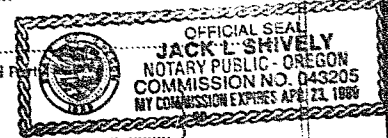
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

CONNELLY FAMILY TRUST By Christine Connolly Trustee
By Robert M. Connolly Trustee
First Party

James L. Huntsman
Second Party

STATE OF OREGON, } ss.
County of Klamath }
This instrument was acknowledged before me on
7-25-98, by
Christine Connolly and Robert M. Connolly
Trustees of the Connolly Family Trust

STATE OF OREGON,
County of DOUGLAS
This instrument was acknowledged before me on
JULY 3, 1998, by JAMES L. HUNTSMAN
James L. Huntsman



B Jean Shively
Notary Public Oregon
My commission expires 3-2-2000

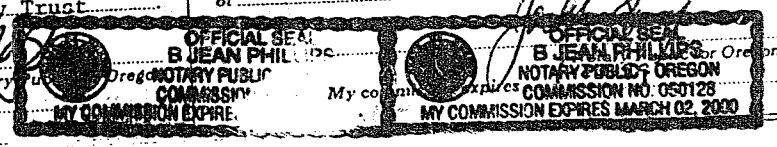


EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land which lies in the S1/2 of Section 20 and the E1/2 W1/2 and W1/2 E1/2 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

The SW1/4 SE1/4 and the SW1/4 of Section 20, and the E1/2 W1/2 and the W1/2 E1/2 of Section 29. All lying in Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM: the Northerly 580 feet of the NE1/4 SW1/4, that portion of land lying within the Klamath County Malin-Bonanza Road right of way, in said Section 20; that portion of land of Major Land Partition No. 13-71, as shown on record Survey No. 2579 which lies within the East half of the West half of said Section 29; and the NW1/4 of the SE1/4 of Section 29.

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

A tract of land situated in the SE1/4 of the NW1/4 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the said SE1/4 of the NW1/4 said point being South 89 degrees 58' 36" East 1319.48 feet and North 00 degrees 17' 46" East 191.31 feet from the West 1/4 corner of said Section 29; thence North 00 degrees 17' 46" East along the West line of the SE1/4 of the NW1/4 402.78 feet; thence North 48 degrees 26' 22" East 703.35 feet; thence South 41 degrees 33' 38" East 300.00 feet; thence South 48 degrees 26' 22" West 972.11 feet to the point of beginning containing 5.77 acres; together with and subject to a 60' easement for ingress and egress as described in Deed Volume _____, Klamath County Deed Records and shown on Survey Map No. 2579 as recorded in the Klamath County Surveyor's Office.

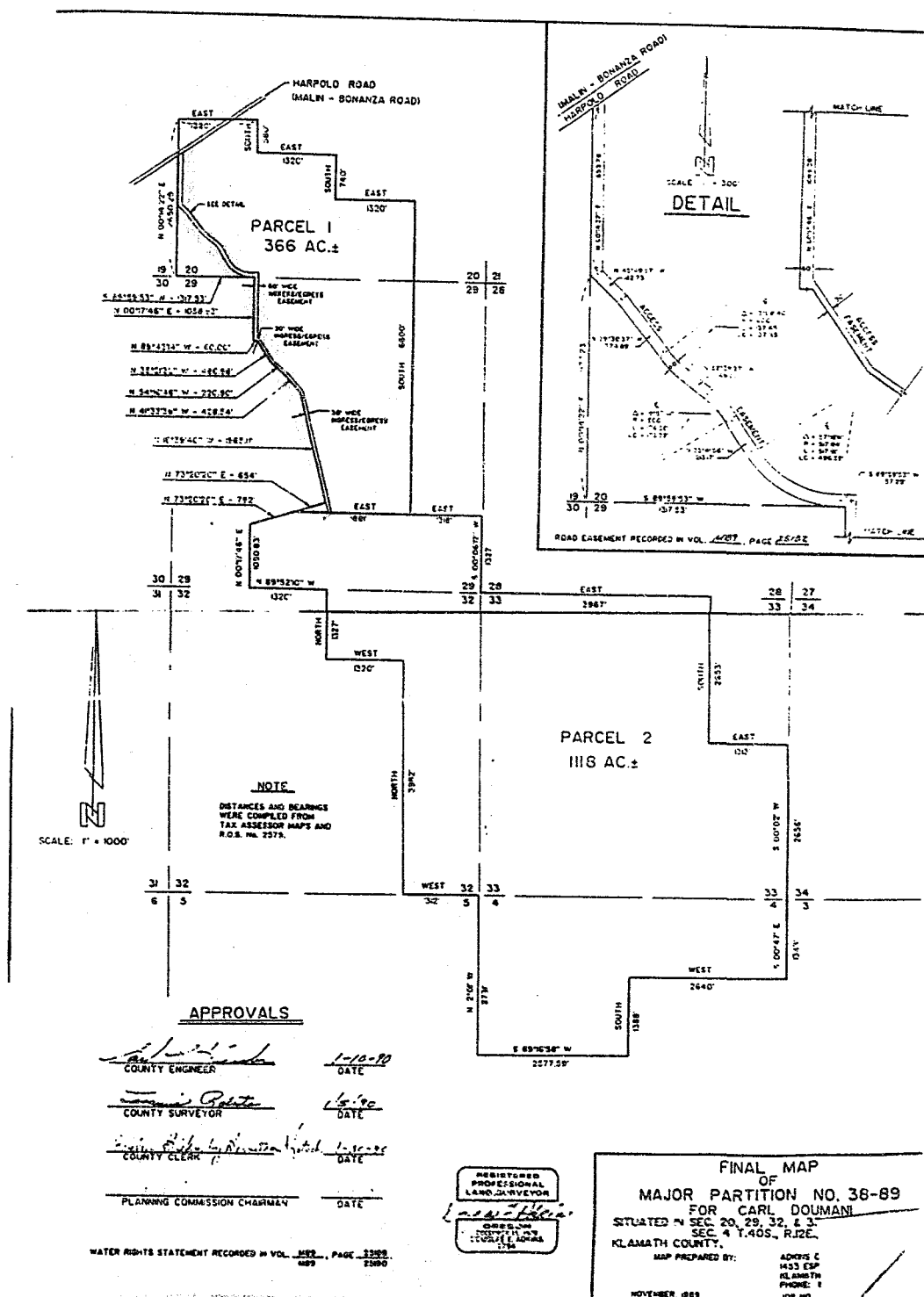
PARCEL 2:

A tract of land situated in the NE1/4 of the SW1/4 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 of the SW1/4, said point being South 89 degrees 58' 36" East 1319.48 feet and South 00 degrees 17' 46" West 825.31 feet from the West 1/4 corner of said Section 29; thence South 00 degrees 17' 46" West along the West line of the said NE1/4 of the SW1/4 365.91 feet; thence North 73 degrees 20' 20" East 1339.10 feet; thence North 16 degrees 39' 40" West 350.00 feet; thence South 73 degrees 20' 20" West 1232.32 feet to the point of beginning, containing 10.33 acres; together with and subject to a 60 foot easement for ingress and egress as described in Deed Volume _____, Klamath County Deed Records and shown on Survey Map No. 2579 as recorded in the Klamath County Surveyor's Office.

22900

EXHIBIT "C"



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 29th day
of July A.D., 19 96 at 3:44 o'clock P.M., and duly recorded in Vol. M96
of Deeds on Page 22896
Bernetha G Letsch, County Clerk
By [Signature]

FEE \$50.00