

Michael Spangler

Returned at Counter

2015-009070  
Klamath County, Oregon



00174532201500090700020024

08/14/2015 10:14:30 AM

Fee: \$47.00

Grantor: Dale M Holm and Barbara G Holm

Grantee: Daniel Forest

After recording return to: Grantee

#### AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 12 day of August, 2015 by and between Dale M Holm and Barbara G Holm, hereinafter "Grantor" and Daniel Forest, hereinafter "Grantee".

#### RECITALS

Whereas Grantor is the record owner of two parcels of real property located in Klamath County, Oregon, described as:

Parcel 1: TWP 36 RANGE 10, Block SEC 28, TRACT NW4NW4, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 2: The SW 1/4 of the SW 1/4 and the S 1/2 of the NW 1/4 of the W 1/4 of Section 21, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Grantor has the unrestricted right to grant the Easement hereinafter described relative to said real property.

Grantee is the record owner of a parcel of real property located in Klamath County, Oregon described as:

E 1/2 SE 1/4 SE 1/4 of Section 20, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Grantor conveys to Grantee, his heirs successors and assigns a perpetual non-exclusive Easement 30 feet in width beginning at the South East corner of Parcel 1, running westerly along the Southern boundary of Parcel 1 to that certain easement in favor of Pacific Gas Transmission Company, thence in a generally northerly direction along the easterly boundary of that certain easement in favor of Pacific Gas Transmission Company to the northerly boundary of Parcel 1, thence westerly along the southernly boundary of Parcel 2 to the Grantee's property.

#### AGREEMENT

The terms of this Agreement are as follows:

1. Grantee, his agents, independent contractors and invitees shall use the Easement for road purposes only, for access to Grantee's property referred to above and to any other contiguous property acquired by Grantee, his heirs or assignees, and in conjunction with such use may construct, reconstruct, maintain and repair the road. Additionally, Grantee shall be entitled to retain the existing fences alongside the existing roadway as well as gate the entrance to the roadway and to lock those gates; provided that Grantee shall provide Grantor with appropriate

access to any locked gates on the easement.

2. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

3. This Easement is appurtenant to and for the benefit of the real property owned by Grantee and described above.

4. This Easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may however be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

5. This Easement is granted subject to all prior Easements or encumbrances of record.

6. The rights of ingress and egress granted by this easement are limited to the ingress and egress ordinarily and reasonably necessary for the benefit of residences located on Grantee's real property.

7. Grantors' remedies for a breach of this agreement shall include but are not limited to injunctive relief, damages, and termination of this agreement.

8. Grantee shall construct and reasonably maintain the road way on the easement, at Grantee's expense; provided, however, that if Grantors grant to any third party an easement over this road, said third parties shall be required to contribute equally to the maintenance of the road.

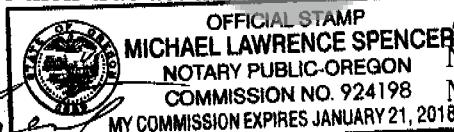
9. Grantee hereby waives and terminates any and all rights or claims relating to access based upon any pre-existing easements over Grantors' property described herein.

GRANTOR:

  
Dale M Holm

  
Barbara G Holm

Personally appeared Dale M Holm and Barbara G Holm and acknowledged the foregoing instrument to be their true act and deed. Before me:

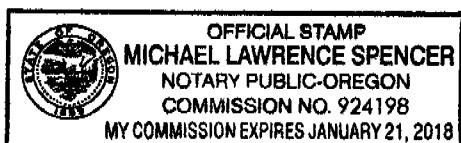


Notary Public for Oregon

My Commission Expires: 1-21-18

  
Daniel Forest

Personally appeared, Daniel Forest and acknowledged the foregoing instrument to be his true act and deed. Before me:



Notary public for Dale  
My commission expires: 1-21-18