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AGREEMENT FOR EASEMENT

* * * * *

THIS AGREEMENT, made and entered into this 28 day of November, 1977, by and between JOHN P. OVERTON and VERDA FAYE OVERTON, husband and wife, hereinafter called the First Party, and LAWRENCE C. CAMPBELL and SANDRA L. CAMPBELL, husband and wife, hereinafter called the Second Party;

W I T N E S S E T H:

WHEREAS, the First Party is the record owner of the following described real estate in Klamath County, State of Oregon, described as follows:

SW 1/4 SW 1/4 of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, less portions described in deeds recorded in Volume 49, page 171, Volume 64, page 205, Volume 174, page 427, and Volume M-75, page 11410 of the Deed Records of Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, for good and valuable consideration previously given and received from the Second Party to the First Party, the receipt of all of which is hereby acknowledged by the First Party, they agree as follows:

The First Party does hereby grant, assign and set over to the Second Party:

A perpetual 18 foot wide easement for roadway purposes for ingress and egress across that portion of the SW 1/4 SW 1/4 of Section 10, Township 41 South, Range 12 E. W. M., lying South and East of the Malin Irrigation District Lower Canal, to that portion of the SW 1/4 SW 1/4 of Section 10, Township 41 South, Range 12 E. W. M., lying North and West of the Malin Irrigation District Lower Canal.

The Second Party shall have all rights of ingress and egress to and from said real estate (including the right

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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.

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, Personal Representatives, and successors in interest as well.

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

John P. Overton

Verda Fay Overton

L. Campbell

Sandra L. Campbell

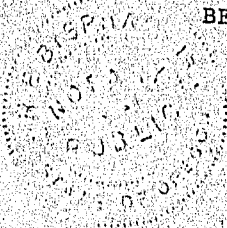
STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above-named JOHN P. OVERTON

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and VERDA FAYE OVERTON, husband and wife, and acknowledged
the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



H. Mountain
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/25/78

AFTER RECORDING RETURN TO:

DEPARTMENT OF VETERAN'S AFFAIRS
124 North 4th Street
Klamath Falls, Oregon 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Mountain Title Co.
this 27th day of January A. D. 1978 at 9:48 clock AM., and
duly recorded in Vol. N78, of Deeds on Page 1623

Wm. D. MILNE, County Clerk
By *Suzanne A. DeLoach*

Fee \$9.00

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