

AGREEMENT FOR EASEMENT Vol. M78 Page 27053

THIS AGREEMENT, Made and entered into this 27th day of November, 1978,
by and between Robert C. Jacobson and Darlene Fay Jacobson, husband
hereinafter called the first party, and William A. Greene and Jean L.
Greene, husband hereinafter called the second party;
and wife

WITNESSETH:

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

A strip of land 30 feet wide adjacent to and East of the following described line:

Beginning at the Northeast corner of Section 3 Township 40 South, Range 9 E.W.M.,
Klamath County, Oregon; thence South 89°54'58" West along the North line of said
Section 3, said line also being the centerline of Old Midland Road, 1857.24 feet;
thence South 00°05'02" East 30 feet to a ½ inch iron pin on the Southerly right of
way of said Old Midland Road, being the true point of beginning; thence South
00°05'02" East 108.14 feet to a ½ inch iron pin; thence South 35°07'04" West 100.08
feet to a ½ inch iron pin.

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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

ingress and egress over the above described property of the first party the right of
herein.

(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 de-
scribed 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 from November 28, always subject,
however, to the following specific conditions, restrictions and considerations: 1979.

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

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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.

Robert C. Jacobson

Robert C. Jacobson

Darlene Fay Jacobson

Darlene Fay Jacobson

STATE OF OREGON

County of Klamath

November 30, 1978

Personally appeared the above named Robert C. Jacobson and Darlene Fay Jacobson

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

Before me

Notary Public for Oregon

My commission expires:

7/24/80

STATE OF OREGON, County of _____

1978

Personally appeared _____

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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING, RETURN TO

KATC

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 1st day of December, 1978, at 12:15 o'clock P.M., and recorded in book M78 on page 27053, or as file/reel number 59171. Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By Jacqueline J. Mettler Deputy

Fee \$6.00