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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 10th day of April, 1979, by and between JOSEPH RICHARD TURNER and DORA L. TURNER, husband and wife, hereinafter called the first party, and MELVIN W. KING and BETTY J. KING, 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, to-wit:

A tract of land situated in that portion of Lot 25, Section 28, Township 36 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying East of the Dalles-California Highway and more particularly described as follows:

Beginning at an iron pin located in the Easterly boundary of the Dalles-California Highway, said point being South 8°41' East a distance of 1860.73 feet from the iron pipe on the intersection of the North line of Lot 17 and the Easterly boundary of said Highway; thence South 89°43' East parallel with the North line of Lot 17, a distance of 250 feet to an iron pin; thence North 8°41' West parallel with said Dalles-California Highway, a distance of 200 feet to an iron pin; thence North 89°43' West parallel with said North line of Lot 17 a distance of 250 feet to an iron pin on the Easterly boundary of said Highway; thence South 8°41' East along the Easterly boundary of said Highway, a distance of 200 feet, more or less, to the place of beginning;

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

NOW, THEREFORE, in view of the premises and in consideration of ONE DOLLAR (\$1.00) 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 transfer, assign and set over to the second party a conditional easement as described below, to-wit:

A parcel of land situated in Lot 25 of Section 28, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, said parcel being a portion of parcel 1 of that land conveyed in Deed Volume M76, page 17120; being more particularly described as follows:

Beginning at the Northwest corner of Parcel 1 of that land conveyed in Deed Volume M76 at page 17120; said point also being the Southwest corner of Parcel 2 of said Deed, Volume and page; said point being located on the Easterly boundary of the Dalles-California Highway South 8°41' East 1860.73 feet from the iron pipe at the intersection of the North line of Lot 17, said Section, Township and Range. and

the Easterly boundary of said highway; thence South $89^{\circ}43'$ East 122.00 feet along the line common to Parcels 1 and 2 of said Deed Volume M76, page 17120, to a point; thence South $8^{\circ}41'$ East 30.00 feet to a point; thence South $79^{\circ}51'48''$ West 136.97 feet to the Easterly boundary of said Dalles-California Highway; thence Northerly along said Easterly boundary North $8^{\circ}41'$ West 55.00 feet to the point of beginning.

The second party shall have all rights of ingress and egress to and from said real estate necessary for the second party's use, enjoyment, operation and maintenance of the easement, and all rights and privileges incident thereto.

Except as to the rights herein transferred, the first party shall have the full use and control of the above described real estate; provided, however, that in case of default this easement is null and void.


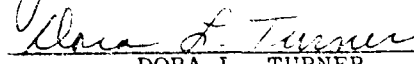
The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein transferred.

The easement above described shall be a perpetual easement to run with the land except that in the event the building constructed thereon is ever removed or torn down and a new building built on said property it is hereby agreed by and between first party and second party that all designated county set back lines are to be observed and this agreement for easement shall be null and void.

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 above hereinabove written.


JOSEPH RICHARD TURNER

DORA L. TURNER

8256

STATE OF North Carolina)
County of Rockingham) ss.

April 10, 1979

Personally appeared the above named JOSEPH RICHARD TURNER and DORA L. TURNER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Rose Mary Nolan
Notary Public for Rockingham Co.
My Commission Expires: 10-13-80

TA



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 16th day of April, A. D. 1979 at 11:09 o'clock AM., and

fully recorded in Vol. M79, of Deeds on Page 8254

Wm D. MILNE, County Clerk

Fee \$9.00

Bernice H. Hetch