

TA-8-38-26798-2

BESS LAW PUBLISHING CO., PORTLAND, OR., 97204

31086

AGREEMENT FOR EASEMENT Vol. M83 Page 20485

THIS AGREEMENT, Made and entered into this 31st day of Oct, 1983,
by and between Greene Enterprises, Inc. hereinafter called the first party, and Jack J. Gaston hereinafter called the second party;

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

N2, SE4, and SW4 excepting a
parcel of 16 acres lying on west side of said
SW4, at NE4, Sec 26, Twn 34S, Range 8 E.W.M.
containing 144 acres More or less.

WITNESSETH:
The commission expires:
Notary Public for Oregon:
(Signature)
Notary Seal

The commission expires:
Notary Public for Oregon:
(Signature)
Notary Seal

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 acknowledged by the first party, they agree as follows:

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

Right to
use an old road across said property.
at some future date it may be necessary
& make some change. We reserve the right
to do so.

(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 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 Years, always subject, however, to the following specific conditions, restrictions and considerations:

above

Notary Seal

Notary Seal

31086

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:

20486

old Road at this time.

power to the following specific conditions, restrictions and covenants:
The easement described above shall continue for a term of years and second party's right of way shall be parallel with said center line and not more than 60 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.

(If the above named first party is a corporation, use the term of acknowledgment opposite.)

STATE OF OREGON,
County of _____

(ORS 93.490)

STATE OF OREGON, County of Klamath, ss.
Oct 31, 1983

Personally appeared the above named _____ and acknowledged the foregoing instrument to be _____ and voluntary act and deed.

Personally appeared _____ and _____ 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:

Before me:
Notary Public for Oregon
My commission expires: 11.5.86

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN
Grunge Enterprises Inc.

AND
Jack J. Gaston

AFTER RECORDING RETURN TO

JA

31082

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON
County of Klamath } ss.

I certify that the within instrument was received for record on the 30th day of November, 1983, at 11:31 o'clock A.M., and recorded in book/reel/volume No. M83 on page 20485 or as document/fee/file/instrument/microfilm No. 31086 Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
By _____ Deputy

Fee: \$8.00