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MTC 27213-RR
AGREEMENT FOR EASEMENTVol. m92 Page 9922

THIS AGREEMENT, Made and entered into this 6th day of May, 1992
by and between DANOC CORPORATION, AN OREGON CORPORATION AND O'CONNOR LIVESTOCK COMPANY, AN
hereinafter called the first party, and FIR E'NUFF FARMS, INC., AN OREGON CORPORATION OREGON
hereinafter called the second party; CORPORATION

WITNESSETH:

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

The E 1/2 of the NE 1/4 of Section 6, and the S 1/2 of the SW 1/4 of the NW 1/4 of
Section 5, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County,
Oregon, and the E 1/2 of the SE 1/4 of Section 31, Township 37 South, Range 9 East of
the Willamette Meridian, Klamath County, Oregon.

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:

Reference is made to Exhibit "C" attached hereto

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

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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:

Reference is made to Exhibit "B" attached hereto

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated May 6, 1992

BY- James O'Connor
Danoc Corporation

BY- Jack O'Connor, PRES.
O'Connor Livestock Company

BY- [Signature] PRES.
Fir E'Nuff Farms, Inc.

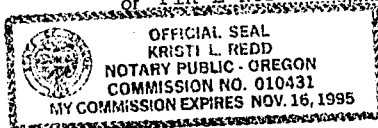
BY- Jack O'Connor Vice Pres.
Fir E'Nuff Farms, Inc.
By [Signature] Sec'y/Treas.
Fir E'Nuff Farms, Inc. SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 6, 1992,

by DON LYONS, JACK C. MACE, LEO MORSTAD

This instrument was acknowledged before me on May 6, 1992,
by DON LYONS, JACK C. MACE, LEO MORSTAD
as PRESIDENT, VICE PRESIDENT, & SECRETARY-TREASURER
of FIR E'NUFF FARMS, INC., an Oregon corporation



[Signature] Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/95

AGREEMENT FOR EASEMENT

BETWEEN

Danoc Corporation

O'Connor Livestock Company

AND

Fir E'Nuff Farms

AFTER RECORDING RETURN TO
Fir E'Nuff Farms

m+c

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of

I certify that the within instrument was received for record on the day of, 19..... at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

State of Oregon

County of Klamath

The foregoing instrument was acknowledged before me this May 6,
 19 92, by JACK O'CONNOR, President, ~~XXXXXX~~
~~XXXXXX~~ of O'CONNOR LIVESTOCK
 an Oregon inactive corporation, on behalf of the corporation.

WITNESS My hand and official seal.

Kristi L. Redd
 Notary Public for Oregon
 My Commission expires: 11/16/95



(seal)

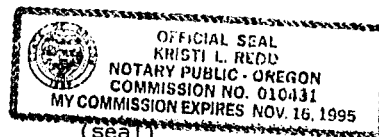
State of Oregon

County of Klamath

The foregoing instrument was acknowledged before me this May 6,
 19 92, by JAMES O'CONNOR, President, ~~XXXXXX~~
~~Secretary~~ of DANOC CORPORATOIN, an Oregon corporation
 an Oregon corporation, on behalf of the corporation.

WITNESS My hand and official seal.

Kristi L. Redd
 Notary Public for Oregon
 My Commission expires: 11/16/95



(seal)

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This print is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

MOUNTAIN TITLE COMPANY
of Klamath County

EXHIBIT "B"

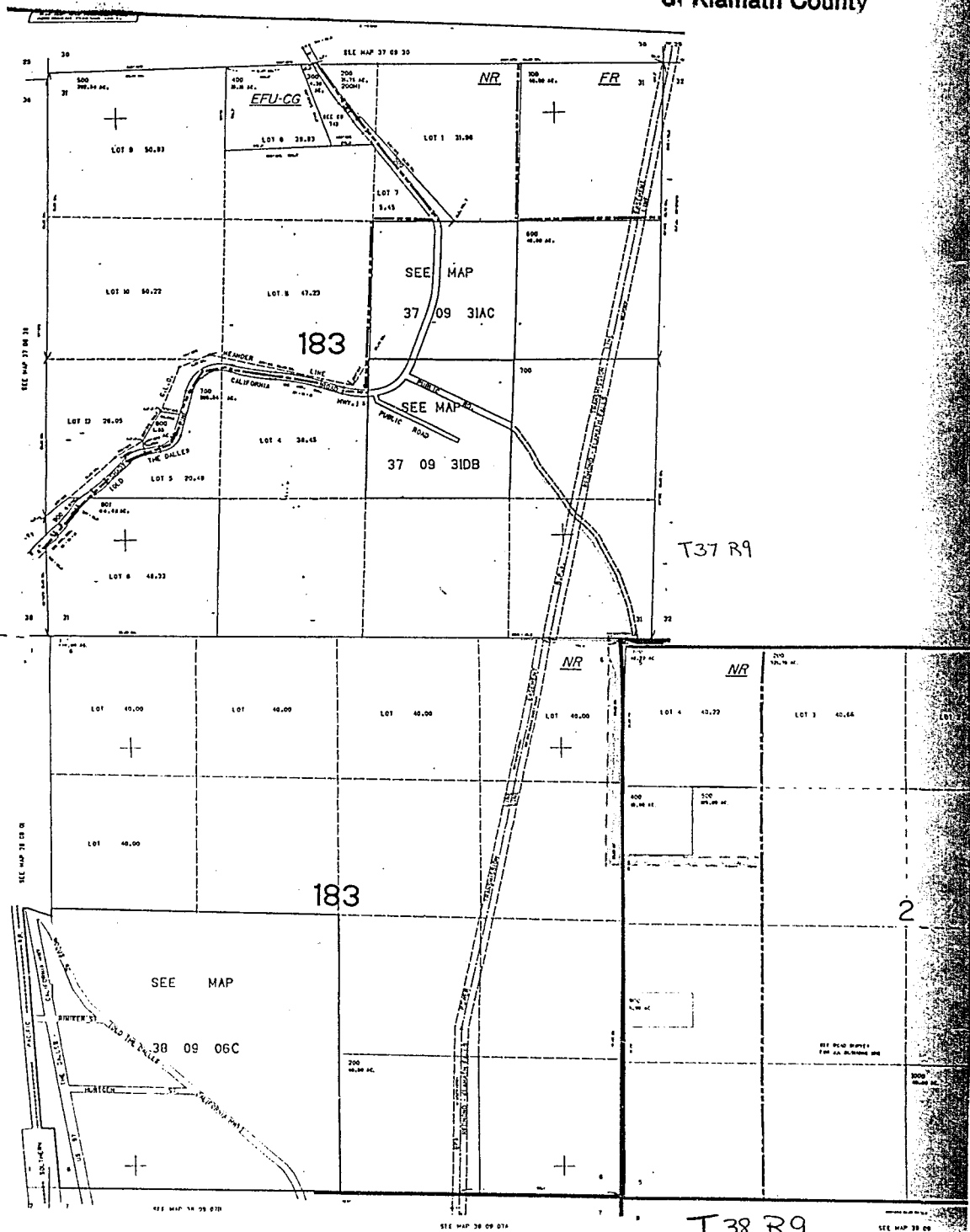


EXHIBIT "C"

An easement 60 feet in width for ingress and egress over the following described real property:

Beginning at a point on the West line of the E 1/2 SE 1/4 of Section 31, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and the intersection of the Southerly line of an existing 60 foot roadway; thence Southeasterly along the said Southerly line of said existing road to a point lying North 60 feet of the South line of said Section 31; thence West parallel and 60 feet distant of the South line of said Section 31 to a point which lies North 60 feet from the Northeast corner of Section 6, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence continuing West 60 feet; thence South parallel to the East line of said Section 6 a distance of 2040 feet more or less, to the South line of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 6; thence South 60 feet; thence East 60 feet to the East line of said Section 6; thence East 1320 feet, more or less, to a point on the West line of the SE 1/4 of the NW 1/4 of Section 5, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North along said West line 60 feet; thence West 1320 feet to the East line of said Section 6, thence North along said East line 1980 feet to the Northeast corner of said Section 6; thence East to a point on the Northerly line of an existing 60 foot roadway; thence Northwesterly along said Northerly line of the existing roadway to a point on the West line of the E 1/2 of the SE 1/4; thence South along said West line 60 feet to the point of beginning.

Reference is made to Exhibit "B" attached hereto.

Said Easement is appurtenant to the real property of the Second Party described in Exhibit "A" attached hereto.

EXHIBIT "A"
LEGAL DESCRIPTION

The SE 1/4 SW 1/4, E 1/2 SW 1/4 SW 1/4 and that portion of the S 1/2 SE 1/4 lying Southwesterly of Old Fort Road in Section 33, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The SW 1/4 NE 1/4; NW 1/4 SE 1/4; W 1/2; SW 1/4 SE 1/4, of Section 3, SAVING AND EXCEPTING a strip of land 60 feet wide conveyed to Fir E'Nuff Farms, inc., by Deed Volume 340, page 231, Klamath County, Oregon Records, more particularly described as follows: A strip of land 60 feet in width extending Westerly from the center line of the County Road known as the Old Fort Road and lying 30 feet North and 30 feet South of the following center line, to wit: Beginning at a point in the center line of said road which lies 30 feet North of the South line of said Section 3, and running West and parallel to said South line of said section to a point 30 feet North of a point 60 feet West of the Southeast corner of SW 1/4 SW 1/4 of said Section 3.

All of Section 4, EXCEPT W 1/2 SW 1/4 and the SW 1/4 NW 1/4, AND ALSO EXCEPTING that portion of Section 4 described as follows:

Beginning at the Northwest corner of Section 4 Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence East along the North line of said Section, 10 chains more or less to the center line of the telephone right of way; thence Southerly along the center line of said right of way to the South line of the NW 1/4 NW 1/4 of said section; thence West 10 chains, more or less, to the Southwest corner of the NW 1/4 NW 1/4; thence North along the West line of said section to the point of beginning.

Government Lots 2 and 3, SW 1/4 NE 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4; N 1/2 SE 1/4, Section 5.

E 1/2 W 1/2, NW 1/4 NE 1/4, Section 8;

NE 1/4, E 1/2 NW 1/4, NE 1/4 SW 1/4, E 1/2 SE 1/4 Section 9;

W 1/2 NW 1/4, NW 1/4 SW 1/4, Section 10;

All being situated in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a strip of land 60 feet wide deeded to Klamath County for county road purposes, recorded February 7, 1978 in Volume M78, page 2157, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 6th day
of May A.D., 19 92 at 3:48 o'clock P.M., and duly recorded in Vol. M92
of Deeds on Page 9922.

FEE \$55.00

Evelyn Biehn County Clerk

By [Signature]