

MTC 43177-KR

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 18th day of December 1997,
by and between DARREL D. BAGLEY AND EDELTRAUD BAGLEY as First Party and
CIRCLE FIVE RANCH, INC., an Oregon Corporation, as Second Party,

WITNESSETH

WHEREAS: The parties are the record owners of the following described
real estate in Klamath County, State of Oregon:

DARREL D. BAGLEY AND EDELTRAUD BAGLEY , as First Party:

The real property described in Exhibit "A" attached hereto and
made a part hereof.

CIRCLE FIVE RANCH, INC., an Oregon Corporation, as Second Party:

All of Section 31, the South one-half of Section 30, a portion of the
Southwest one-quarter of Section 29 and the West one-half of Section 32,
Township 40 South, Range 14, E.W.M., Klamath County, Oregon.

First Party and has the unrestricted right to grant the easement hereinafter
described as relative to the real estate;

NOW, THEREFORE, in view of the premises and other valuable consideration
to the parties, the First Party agrees as follows:

The First Party grants to the Second Party an easement as described on the
attached Exhibit "B" made a part hereof.

The parties shall have all rights of ingress and egress to and from said
real estate the 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 parties 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 parties shall have the full use
and control of the above described real estate as to their respective parcels.

The parties agree to hold each other harmless from any and all claims of
outside parties arising from the rights herein granted.

The easement described above shall continue above for a period of perpetuity.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of the respective parcels.

During the existence of this easement, those holders of an interest in this easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective parties hereto but also their respective heirs, executors, administrators and successors in interest.

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 by an officer or other person duly authorized to do so by its board of directors.

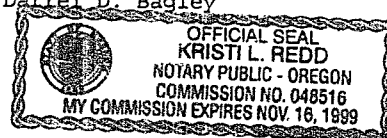
IN WITNESS WHEREOF, the parties have hereunto set hands on this, the day and first year hereinabove written.

Darrel D. Bagley
Darrel D. Bagley

Edeltraud Bagley
Edeltraud Bagley

Witnessed before me this 18th day of December, 1997 by Darrel D. Bagley and Edeltraud ^{Bagley, KC} as their voluntary act and deed.

Kristi L. Redd
Notary Public for Oregon



By: Louis Randall & Deborah Lynn Ochoa
Circle Five Ranch, Inc.

Witnessed before me this 18th day of December 1997 by Louis Randall & Deborah
as President & Secretary of Circle Five Ranch, Inc., an Oregon Kness-Ochoa

Corporation, on behalf of said corporation as their voluntary act and deed.

Kristi L. Redd
Notary Public for Oregon



EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the E1/2 NE1/4 of Section 30 and the SW1/4 of Section 29, Township 40 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The E1/2 NE1/4 of said Section 30, and the NW1/4 SW1/4 of said Section 29 and that portion of the S1/2 SW1/4 lying North of the following described line. Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the West line of said Section 29, from which the West 1/4 corner of said Section 29 bears North 00 degrees 36' 50" West 1803.81 feet; thence North 86 degrees 32' 15" East, parallel to and 5.00 feet Northerly of an existing power line, 2592.10 feet to a 5/8" iron pin with Tru-Line Surveying, Inc. plastic cap; thence, continuing North 86 degrees 32' 15" East to the East line of the said SW1/4 of Section 29. Bearings are based on the survey of property line adjustment 36-97 on file at the office of the Klamath County Surveyor.

Owner
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "B"

TRU SURVEYING, INC. LINE

TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

41216

DECEMBER 10, 1997

LEGAL DESCRIPTION OF A 30 FOOT WIDE INGRESS-EGRESS EASEMENT

PAUL BAGLEY TO CIRCLE 5 RANCH, INC.

A 30 FOOT WIDE INGRESS-EGRESS EASEMENT SITUATED IN THE N1/2 SW1/4 OF SECTION 29, T40S, R14EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL ON THE PAINTED CENTER STRIPE OF EAST LANGELL VALLEY ROAD, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 29 BEARS N89°58'30"W 1689.16 FEET; THENCE S89°12'43"W 900.42 FEET; THENCE S60°33'14"W 272.36 FEET; THENCE S45°34'50"W 762.25 FEET TO THE WEST LINE OF SAID SECTION 29. BEARINGS ARE BASED ON RECORD OF SURVEY 4845 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 23, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 19th day
of December A.D., 19 97 at 11:42 o'clock A M., and duly recorded in Vol. M97,
of Deeds on Page 41213.

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Bernetha G. Letsch