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MTC 30288-KL Vol. M3 Page 24061
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 31st day of August, 1993, by and between Credit Union Building Corporation, hereinafter called the first party, and Terese Mollie Mae Seals, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County Oregon County, State of Oregon, to-wit: Fehlen Shopping Center Lots also a portion of Lot 17 Enterprise Tract and vacated alley adjacent there to

and has the unrestricted right to grant the easement hereinafter described relative to the 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

Easement for existing retaining wall see attached exhibit A appurtenant to Lot 4 of Block 3 of BRYANT TRACTS NO. 2

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Credit Union Building Corporation

AND

Terese Mollie Mae Seals

SPACE RESERVED
FOR
RECORDER'S USE

After recording return to (Name, Address, Zip):

Terese Mollie Mae Seals
c/o Wanda Hooper, 1303 So. Park Dr.
Grants Pass, OR 97526

STATE OF OREGON,

County of } ss.

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

09-17-93A11:31 RCVD

The second party shall have all rights of ingress and egress to and from 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 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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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

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

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 (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for _____ N/A _____% and the second party being responsible for _____ N/A _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the 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 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 and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

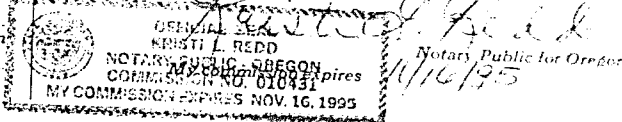
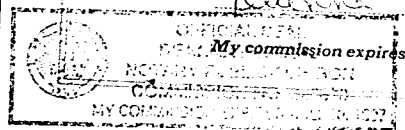
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

as Building Corporation
by Henry J. Caldwell
First Party

Teresa MacSeals
Second Party

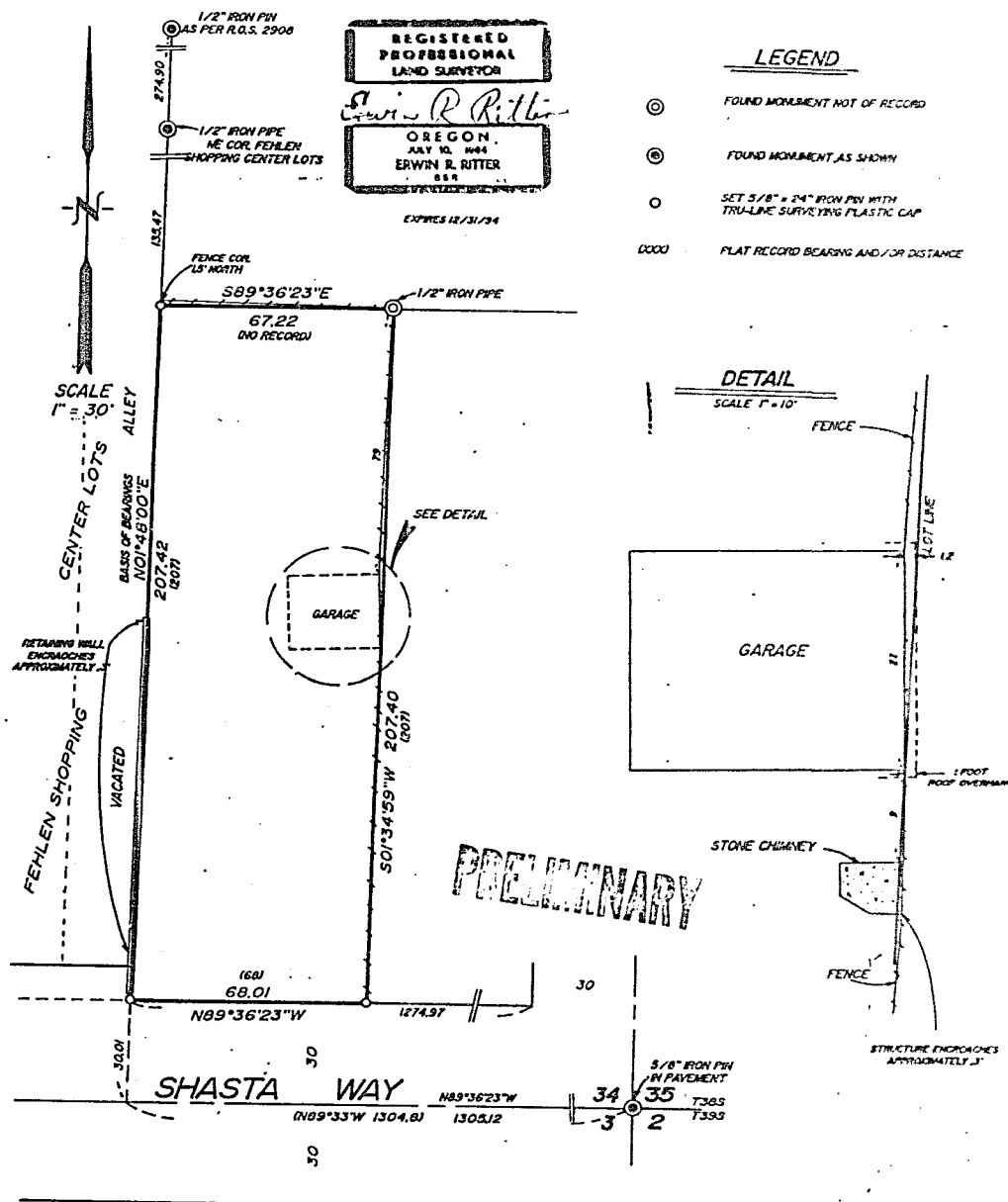
STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
September 7, 1993, by Henry J. Caldwell
as President
of Credit Union Building Corporation

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
Sept. 14, 1993, by Teresa MacSeals



MAP OF SURVEY

BEING LOT 4 BLOCK 3 OF "BRYANT TRACTS No. 2",
SITUATED IN THE SE 1/4 SE 1/4 OF SECTION 34,
T38S, R9EWM, KLAMATH COUNTY, OREGON



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 17th day
of Sept. A.D., 19 93 at 11:31 o'clock A M., and duly recorded in Vol. M93
of Deeds on Page 24061

FEE \$40.00

Evelyn Biehn County Clerk
By [Signature]