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AGREEMENT FOR EASEMENT Vol. M94 Page 19302

DATE:

AND

JUNE 17, 1994.

PARTIES:

MBK, a partnership consisting of Melvin L. Stewart, Mary Lou Stewart and Kenneth L. Tuttle, M.D., P.C. Employee Pension and

Profit Sharing Plan and Trust Agreement

("Grantor")

THE CRATER LAKE DETACHMENT of the MARINE CORPS LEAGUE

("Grantee")

RECITALS:

A. Grantor is the record owner of a parcel of real property situated in Parcel 3 of Land Partition 44-93, situated in the SW of the NE¹/₄ of Section 15, T38S, R9EWM, Klamath County, Oregon. ("Grantor's Property").

B. Grantor has the unrestricted right to grant the easement hereinafter described relative to said property.

C. Grantee desires to have an easement upon Grantor's Property for the purposes of holding ceremonies, parades and reunions.

GRANT OF EASEMENT:

Grantor conveys to Grantee, its heirs, successors, and assigns, an exclusive easement across the property of the Grantors, more particularly described as:

An easement over a tract of land in Parcel 3 of Land Partition 44-93, situated in the SW¹/₄ of the NE¹/₄ of Section 15, T38S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly right of way line of Old Fort Road being 35.00 feet Westerly when measured at right angles from station 37+06.56, from which the South 1/4 corner of said Section 15 bears S05°48'01 W 2967.96 feet; thence N64°14'15" E 5.00 feet, to a point 30.00 feet from said station; thence N25°45'45" W, along said right of way, 10.00 feet; thence on a curve to the left (radius equals 20.00 feet and central angle equals 90°00'00") 31.42 feet; thence S 64°14'15" W 53.45 feet; thence on a curve to the left (radius equals 470.00 feet and central angle equals 03°08'37") 25.79 feet; thence S28°54'22" E 65.00 feet; thence N61°25'41"E 91.53 feet, to the Westerly right of way of Old Ford Road; thence on the arc of a curve to the right (radius point bears N61°25'41" E 635.00 feet and the central angle equals 02°48'34") 31.14 feet, to the point of beginning, containing 5930 square feet and with bearings based on Tract 1267 North Ridge Estates, a duly recorded subdivision. All angle points and curve points are marked with 5/8 inch by 30 inch iron pins with Tru-Line Surveying Plastic Caps.

upon the following terms and conditions:

1. Grantee, its agents and invitees shall use the easement for the holding of ceremonies, parades and reunions exclusively.

2. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising

1. AGREEMENT FOR EASEMENT

out of its use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

3. This easement exclusive to Grantee and shall terminate upon the dissolution of the The Crater Lake Detachment of the Marine Corps League. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

4. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

5. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

6. From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

IN WITNESS WHEREOF, the parties have set their names and seals the day and year first stated above.

GRANTOR:

MBK COMPANY

Kenneth L. Tuttle, M.D., P.C. Employee Pension and Profit Sharing Plan and Trust Agreement

ameth g ACMOST Kenneth L. Tuttle

STATE OF OREGON

County of Klamath

JUNE 14 , 1994. SS.

Personally appeared the above-named MELVIN L. STEWART and MARY LOU STEWART and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Notary Public for Oregon

My Commission expires: 2-5-97

2. AGREEMENT FOR EASEMENT

GRANTEES:

THE CRATER LAKE DETACHMENT of the MARINE CORPS MEAGUE, MEAGUE, Вү Daniel Johnson Paymaster

STATE OF OREGON County of Klamath SS	ion and Profit I the foregoing the foregoing prororegon kpires:
SS. JUNE 17 , 1994. County of Klamath SS. JUNE 17 , 1994. The Kenneth L. Tuttle, M.D., P.C., Engloyee Pedgeion and Profit Sharing Plan and Trust Agreement, and acknowledged the foregoing instrument to be his voluntary act and need, Before me. With the Marine State of the Context and the constant of the foregoing instrument to be his voluntary act and need, Before me. With the Marine Constant State of the Context and the constant of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: Notary Public for Oregon My Commission expires: 2-5-77 Market and The Context Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: Multiple Public for Oregon My Commission expires: 2-5-77 Motary Public for Oregon My Commission expires: 3-5-77 Market Baffree My Commission expires: 3-5-77 Market Baffree My Commission expires: 3-5-77 Motary Public for Oregon My Commission expires: 3-5-77 Market Baffree My Commission expires: 3-5-77 Maret	ion and Profit I the foregoing terms: or Oregon kpires: <u>-5-97</u> S G. JOHNSON, e Corps League, s voluntary act of Oregon ppires: <u>-5-97</u>
Personally appeared the above-named KENNETH L. TUTTLE, Trustee the Kenneth L. Tuttle, M.D., P.C., Employee Pension and Profit Sharing Plan and Trust Agreement, and acknowledged the foregoing instrument to be his voluntary act and deed, Before me. WIGHNESSON HO. 021893 WYOMMESSON HO. 021893 STATE OF OREGON STATE OF OREGON STATE OF OREGON STATE OF OREGON State of the Crater Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: OFFICIAL SEAL OFFICIAL SEAL Notary Public for Oregon My commission House Free 05, 1997 STATE OF OREGON State of the Crater Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: OFFICIAL SEAL Motary Public for Oregon My commission NU. 021503 Motary Public for Oregon My commission NU. 021503 My commission EXPRES FOR 06, 1907 My commission	ion and Profit I the foregoing terms: or Oregon kpires: <u>-5-97</u> S G. JOHNSON, e Corps League, s voluntary act of Oregon ppires: <u>-5-97</u>
Cher Kenneth L. Tuttle, M.D., P.C., Employee Pension and Profit Sharing Plan and Trust Agreement, and acknowledged the foregoing instrument to be his voluntary act and deed Beforement OPFICAL SEAL BARBARA L MASTERS BARBARA L MASTERS BARBARA L MASTERS Notary Public for Oregon My Commission PUMMESTER 00 1997 STATE OF OREGON County of Klamath State of the Crater Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: OFFICIAL SEAL Morary Public for Oregon My Commission expires: 3-5-77	ion and Profit I the foregoing terms: or Oregon kpires: <u>-5-97</u> S G. JOHNSON, e Corps League, s voluntary act of Oregon ppires: <u>-5-97</u>
OFFICIAL SEAL BARBARA L MASTERS NOTARY FUBLIC OREGON CURRENCESSION EVENES FEB 08, 1997 Notary Public for Oregon My Commission expires: 3-5-97 STATE OF OREGON COUNTY of Klamath) SS. June 6 , 1994. State of the Crater Lake Detachment of the Marine Corps League, and deed. Before me: Detachment to be its voluntary act Notary Public for Oregon My Commission expires: 3-5-97 OFFICIAL SEAL BARBARA L MASTERS NO COMMISSION EVENES FEB 08, 1997 SS. June 6 , 1994. OFFICIAL SEAL BARBARA L MASTERS Notary Public for Oregon My Commission expires: 25-97 My Commission expires: 3-5-97 My Commission Evenes FEB 08, 1997 Notary Public for Oregon My Commission expires: 25-97 My Commission expires FEB 08, 1997 Notary Public for Oregon My Commission expires: 25-97	G. JOHNSON, e Corps League, s voluntary act
WCOMMESSION FEMARS FEB.05.1597 Notary Public for Oregon My Commission expires: <u>5-5-97</u> STATE OF OREGON (County of Klamath)) ss. <u>June 6</u> , 1994. County of Klamath) ss. <u>June 6</u> , 1994. Personally appeared the above-named DANIEL G. JOHNSON, Paymaster of the Crater Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me:	Apires: <u>2-5-47</u> G. G. JOHNSON, e Corps League, s voluntary act Monopoly proregon tpires: <u>25-77</u>
County of Klamath) ss. <u>June 6</u> , 1994. Personally appeared the above-named DANIEL G. JOHNSON, Paymaster of the Crater Lake Detachment of the Marine Corps League, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me: Motary Public for Oregon My Commission expires: <u>35-57</u> My Commission expires: <u>35-57</u>	e Corps League, s voluntary act of Oregon spires: 25-57
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June A.D., 19 94 at 3:52 o'clock P.M., and duly recorded in Vol. M94	corded in Vol. <u>M94</u> ,
of <u>Deeds</u> on Page <u>19302</u> . Evelyn Biekn County Clerk E \$40.00 By <u>Audinel Mullindur</u>	ounty Clerk
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3. AGREEMENT FOR EASEMENT mbkco01.021