

DATE: 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")

AND 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 $\frac{1}{4}$ of the NE $\frac{1}{4}$ 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 SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 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

By: Melvin Stewart

Partner

By: Mary Lou Stewart

Partner

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

By: Kenneth L. Tuttle

Kenneth L. Tuttle

GRANTEES:

THE CRATER LAKE DETACHMENT of
the MARINE CORPS LEAGUE

By: Daniel G. Johnson

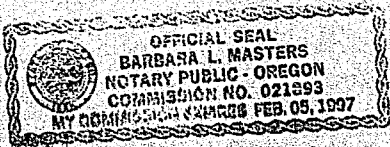
Paymaster

STATE OF OREGON)

County of Klamath)

ss. June 14, 1994.

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:



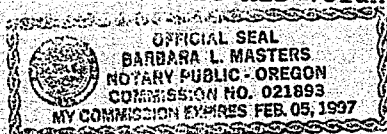
Barbara L. Masters
Notary Public for Oregon

My Commission expires: 2-5-97

2. AGREEMENT FOR EASEMENT

STATE OF OREGON)
) ss. JUNE 17, 1994.
 County of Klamath)

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:

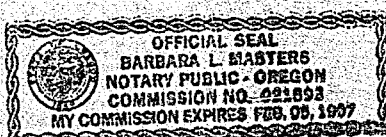


Barbara L. Masters
 Notary Public for Oregon

My Commission expires: 2-5-97

STATE OF OREGON)
) ss. JUNE 6, 1994.
 County of Klamath)

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:



Barbara L. Masters
 Notary Public for Oregon

My Commission expires: 2-5-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brandsness & Brandsness the 20th day of June A.D., 19 94 at 3:52 o'clock P. M., and duly recorded in Vol. M94 of Deeds on Page 19302.

FEE \$40.00

Evelyn Biehn County Clerk

By *Pauline Miller*

Return: Brandsness & Brandsness
 411 Pine St
 Klamath Falls, Or. 97601