

7148

ATC # 04043810
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 28th day of September 1995
by and between McGARRY MACHINE, INC. whose president is Thomas McGarry and whose secretary is
Louise McGarry, hereinafter called the first party, and Wayne E. Phillips and Helen J. Phillips as trustees for the
PHILLIPS FAMILY REVOCABLE LIVING TRUST, hereinafter called the second party;

WITNESSETH:

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

Lot 17 in Block 1 of the Industrial Addition to the City of Klamath Falls, Oregon.

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

NOW THEREFORE, in view of the promises 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 is hereby acknowledged by the first party, they agree
as follows:

The first party does hereby grant, assign and set over to the second party

An easement over the Easterly 12 feet of lot 17, Block 1, INDUSTRIAL ADDITION TO THE CITY
OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Said easement is for the benefit of Lot 18, Block 1, INDUSTRIAL ADDITION TO THE CITY OF
KLAMATH FALLS, in the County of Klamath, State of Oregon.

Said easement to guarantee in perpetuity that no building will be built upon it. The sole purpose of
said easement being to insure that ordinances with respect to firewalls will be satisfied by a firewall
appropriate to a spacing greater than 10 (ten) feet for a building built upon said Lot 18 whose rear
wall, as viewed from Adams Street, might be built 0 (zero) feet from the line constituting the
border between said Lots 17 and 18.

--- OVER ---

AGREEMENT FOR EASEMENT

BETWEEN

McGARRY MACHINE, INC whose presi-
dent is Thomas McGarry and whose secre-
tary is Louise McGarry,

AND

Wayne E. Phillips and Helen J. Phillips as
trustees for THE PHILLIPS FAMILY RE-
VOCABLE LIVING TRUST.

After recording return to:

Wayne E. Phillips
1415 N. Eldorado Ave.
Klamath Falls, Oregon 97601

STATE OF OREGON,

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

Witness my hand and seal of

County affixed.

Name

Tide

By.....Deputy

The second party shall have no right of ingress or egress from the real estate except for a temporary period of one year from the date hereof during which the second party may construct a building upon said Lot 18 as hereinbefore discussed.

Except as to the rights herein granted, the first party shall have the full use and control of the hereinbefore 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 herein described shall continue in perpetuity, always subject, however, to the following conditions, restrictions, and considerations:

The second party shall have constructed within five years of the date hereof that building for which the easement has been devised.

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 first party.

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 hereinbefore written.

Thomas F. McGarry
Louise M. McGarry



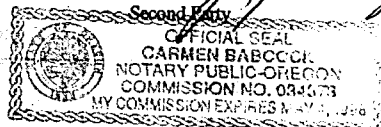
STATE OF OREGON,

County of Klamath
This instrument was acknowledged before me on
September 28, 1995 by Thomas M. McGarry and Louise McGarry as President & Secretary of McGarry Machine, Inc.

Carmen Babcock
Notary Public of Oregon

My commission expires 5/4/98

Wayne Phillips
Helen J. Phillips



STATE OF OREGON,

County of Klamath
This instrument was acknowledged before me on
September 28, 1995 by Wayne Phillips and Helen J. Phillips as Trustees of the Phillips Family Revocable Living Trust

Carmen Babcock
Notary Public of Oregon

My commission expires 5/4/98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 4th day of October A.D., 19 95 at 3:55 o'clock P. M., and duly recorded in Vol. 495 of Deeds on Page 26889.

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Annette Mueller