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AGREEMENT FOR EASEMENT Vol. 1797 Page 3141

THIS AGREEMENT, Made and entered into this 24th day of January, 1997,
by and between Dennis R. and Debbie K. McDonald
hereinafter called the first party, and East Cascade Properties, Inc.,
hereinafter called the second party;

WITNESSETH:

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

Parcel 1 of land partition 34-94 situated in the sw $\frac{1}{4}$, sw $\frac{1}{4}$, of Sec. 5,
T39S, R9E, W.M., Klamath Co., Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said 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 acknowl-
edged by the first party, they agree as follows:

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

The right to use property described under 'Easement Parcel' for
ingress and egress. Also the exclusive use by second party for
placement of non dwelling structures not to exceed 500 sq. ft.
'Easement Parcel' shall not be used for storage of trash, delapidated
equipment or cars, or any other visually sensitive items.

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

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

At no time shall 'Easement Parcel' be used commercially or for any
use not in compliance with state and county regulations.

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows: 3142

'Easement Parcel' described as follows:

Beginning at a point on the South line of Parcel 1 of Land Partition 34-94 in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Sec. 5, T39S, R9E WM, Klamath Co., Oregon, said point being S89°42'02" W 170 ft. from the SE corner of said Parcel 1, thence along said South line S89°42'02" E, 80.00 ft., thence S 61°57'24" E, 97.08 ft. to the point of beginning.

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

During the existence of this easement, its maintenance and the cost of said maintenance 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 % and the second party being responsible for %.

(If the last alternative is selected, the percentages allocated to each party should total 100.) 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 as well.

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

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated January 24th, 1997

Dennis R. McDonald
Debbie K. McDonald

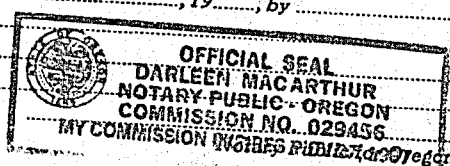
FIRST PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____



(SEAL)

My commission expires: _____

Duane W. Smith
President
East Cascade Properties, Inc.

SECOND PARTY

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on January 24, 1997, by Duane W. Smith

as President

of East Cascade Prop., Inc.

Darleen MacArthur
Notary Public for Oregon

My commission expires: 11-7-97

(SEAL)

**AGREEMENT
FOR EASEMENT**

BETWEEN

Dennis R. and Debbie K. McDonald

AND

East Cascade Properties, Inc.

AFTER RECORDING RETURN TO

East Cascade Properties, Inc.

P.O. Box 214

Klamath Falls, OR 97601

STATE OF OREGON,

County of _____

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

3142-A

STATE OF OREGON,

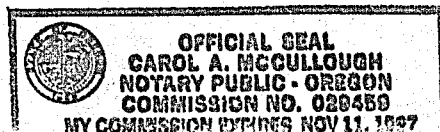
County of Klamath } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 31 day of January, 1997,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Dennis R. McDonald and Debbie K. McDonald

known to me to be the identical individual 5 described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Carol A. McCullough
Notary Public for Oregon
My commission expires 11-11-97

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 31st day
of January A.D., 19 97 at 3:52 o'clock P.M., and duly recorded in Vol. M97,
of Deeds on Page 3141

FEE \$40.00

Bernetha G. Letsch, County Clerk
by Kathleen Rosa