

MTC 40934-KR  
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of July, 1997 by and between BONANZA PARTNERSHIP, A CALIFORNIA PARTNERSHIP CONSISTING OF NELSON E. SOMERS, SR., BARBARA A. SOMERS, CHRISTOPHER L. SOMERS AND NELSON E. SOMERS, JR. hereinafter called the First Party and FOUR A'S RANCH, INC., AN OREGON CORPORATION, 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:

The West one half of the Southwest one quarter of Section 8, Township 39 South, Range 12, E.W.M., Klamath County, Oregon.

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 grants to Second Party an easement for ingress, egress and utilities over and across the following described parcel :

The North 30 feet of the West one half of the Southwest one quarter of Section 8, Township 39 South, Range 12, E.W.M., Klamath being an extension of McCartie Lane and shall be appurtenant to the real property of the Second Party described as follows:

Township 39 Range 12 E.W.M. , Klamath County, Oregon:

Section 8: E1/2SW1/4; SE1/4

Section 9: All

Section 15: W1/2W1/2

Section 16: All

Section 17: E1/2; SE1/4NW1/4, and the NE1/4NW1/4,  
Excepting therefrom that portion lying  
Westerly and Northerly of Canal.

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:

During the existences 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.

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.

HW

In constructing 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.

Bonanza Partnership, a California Partnership consisting of Nelson E. Somers, Sr., Barbara A. Somers, Christopher L. Somers, and Nelson E. Somers, Jr.,

Four A'S Ranch Inc. an Oregon Corporation

X Nelson E. Somers Sr.  
Nelson E. Somers Sr.

X Barbara A. Somers  
Barbara A. Somers

X Christopher L. Somers  
Christopher L. Somers

X Nelson E. Somers Jr.  
Nelson E. Somers Jr.

By- Sam Asadurian Pres  
By-  
.....

~~STATE OF  
County of~~

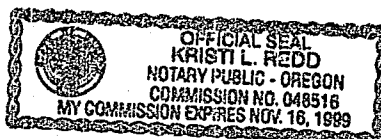
~~This instrument was acknowledged before me on July 25<sup>th</sup>, 1997 Bonanza Partnership, a California Partnership consisting of Nelson E. Somers, Sr., Barbara A. Somers, Christopher L. Somers and Nelson E. Somers, Jr., to be their voluntary act and deed.~~

~~Notary Public for OREGON  
My commission expires.....~~

STATE OF  
County of

This instrument was acknowledged before me this 25<sup>th</sup> day of July, 1997  
By SAM ASADURIAN as President  
of Four A's Ranch, Inc., an Oregon Corporation and executed this instrument on behalf of the Corporation as their voluntary act and deed.

Kristi L. Redd  
Notary Public for OREGON  
My commission expires.....11/16/99.....



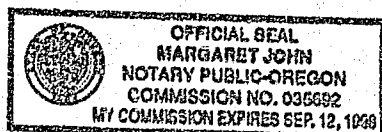
STATE OF OREGON

County of Klamath

} ss.

This instrument was acknowledged before me this 29th day of July, 1997 by Christopher L. Somers to be his voluntary act and deed.

MA. As Partner of Bonanza Partnership



Margaret John  
Notary Public for the State of Oregon  
Residing at Klamath Falls, OR  
My Commission Expires: 9-12-98

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

24973

State of CALIFORNIA

County of VENTURA

On 7-30-97

Date

before me, MARY P. KELLY

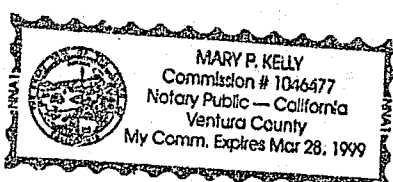
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared NELSON E. SOMERS SR AND BARBARA A. SOMERS AND

NELSON E. SOMERS, JR

Name(s) of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary P. Kelly  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Agreement for Purchase

Document Date: July 1997

Number of Pages: 2

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: As above

- ☐ Individual
- ☐ Corporate Officer
- Title(s): \_\_\_\_\_
- ☒ Partner — ☐ Limited ☒ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:

Barney's Partnership

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer
- Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 1st day of August, A.D., 19 97 at 11:53 o'clock A. M., and duly recorded in Vol. M97 of Deeds on Page 24971.

FEE \$40.00

By Bernetha G. Leisch, County Clerk  
Kettler Ross