

NL

1997 NOV 15 PM 3:42

MTC 49406 KR  
AGREEMENT FOR EASEMENT

Vol. M99 Page 45365

THIS AGREEMENT, Made and entered into this 15th day of October November, 1999,  
by and between ESTILL B. MC DOWELL AND JUDITH M. MC DOWELL, Husband and wife  
hereinafter called the first party, and BIBLE BAPTIST CHURCH, INC., an Oregon non-profit 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:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF

IN WITNESS WHEREOF the parties have hereunto set their hands and signatures of this day and year  
of equal belief and authority to go to all the points of question  
the undersigned is a corporation it has caused its name to be affixed and its seal (if any) applied to the  
written copies hereof and made so that the agreement may abide effect to binding and to be deemed as  
in testimony of the foregoing facts the copies are signed by the undersigned parties the first party and the  
undersigned parties put upon their respective parts the following signatures and seals as shown and made  
The agreement upon being read and taken to the parties of the undersigned parties and made so that the  
for witness to the execution of the foregoing of the undersigned parties and made so that the  
making the execution of this agreement was known of to the undersigned parties and made so that the  
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 does hereby grant, assign and set over to the second party

having the existence of this easement and the nature of the easement and the use of the land of the second  
party from this day forward

SEE ATTACHED EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF

described as follows:

If this agreement is for a right of way or other easement the nature of the easement shall be described as follows:

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Estill and Judith McDowell

AND

Rible Baptist Church, Inc.

After recording return to (Name, Address, Zip):

STATE OF OREGON,

County of SS.

I certify that the within instrument  
was received for record on the 15th day

of 19,  
at 11 o'clock M., and recorded

in book/reel/volume No. 11 on

page 11 of as fee/tile/instrument/microfilm/reception No. 11

Record of 11  
of said county

Witness my hand and seal of  
County affixed.

By NAME TITLE  
Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

SS

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:

ESTILL B. McDOWELL  
JUDITH M. McDOWELL  
VCHHEWENI LOB EVZEWENI

STATE OF OREGON

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

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

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 (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for ZERO % and the second party being responsible for 100% (If the last alternative is selected, the percentages allocated to each party should total 100.)

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 hereinabove written.

Estill B. McDowell

Estill B. McDowell

Judith M. McDowell

Judith M. McDowell

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on October 11/15, 1999, by Estill B. McDowell and Judith M. McDowell as their voluntary act and deed

Kristi L. Reed  
My commission expires 11/16/99

Bible Baptist Church, Inc.

By: Roger A. Stevens

Administrator Bible Baptist Church

Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on November 15, 1999, by Roger A. Stevens as Administrator

of Bible Baptist Church, Inc., an Oregon nonprofit corporation

Kristi L. Reed  
My commission expires 11/16/99

Kristi L. Reed  
My commission expires 11/16/99

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the SE1/4 of the NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South boundary line of the SE1/4 NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, 905 feet East of the Southwest corner of said SE1/4 NW1/4 of said Section 2; thence East 80 feet along the South boundary of said Section 2; thence North 545 feet to a point; thence West 80 feet to a point; thence South 545 feet to the point of beginning.

EXCEPTING that portion awarded to the State of Oregon, by and through its State Highway Commission, by decree entered March 19, 1965, Case No. 64-24 L in the Circuit Court of the State of Oregon for Klamath County.

EXCEPTING THEREFROM a Tract of land being the Northerly 272.26 feet of that tract of land described in Deed Volume M95 page 24845 of the Klamath County Deed Records, situated in the SE1/4 NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the Northwest corner of said Deed Volume, from which the Southwest corner of Lot 82 of "PLEASANT HOME TRACTS" bears North 49 degrees 20' 51" West 1203.71 feet; thence North 88 degrees 59' 04" East, along the North line of said Deed Volume, 80.00 feet; thence South 00 degrees 35' 00" East, along the East line of said Deed Volume, 272.26 feet; thence South 88 degrees 59' 04" West 80.00 feet to a point on the West line of said Deed Volume; thence North 00 degrees 35' 00" West 272.26 feet to the point of beginning. See Map of survey for "Property Line Adjustment 45-99" on file at the office of the Klamath County Surveyor.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

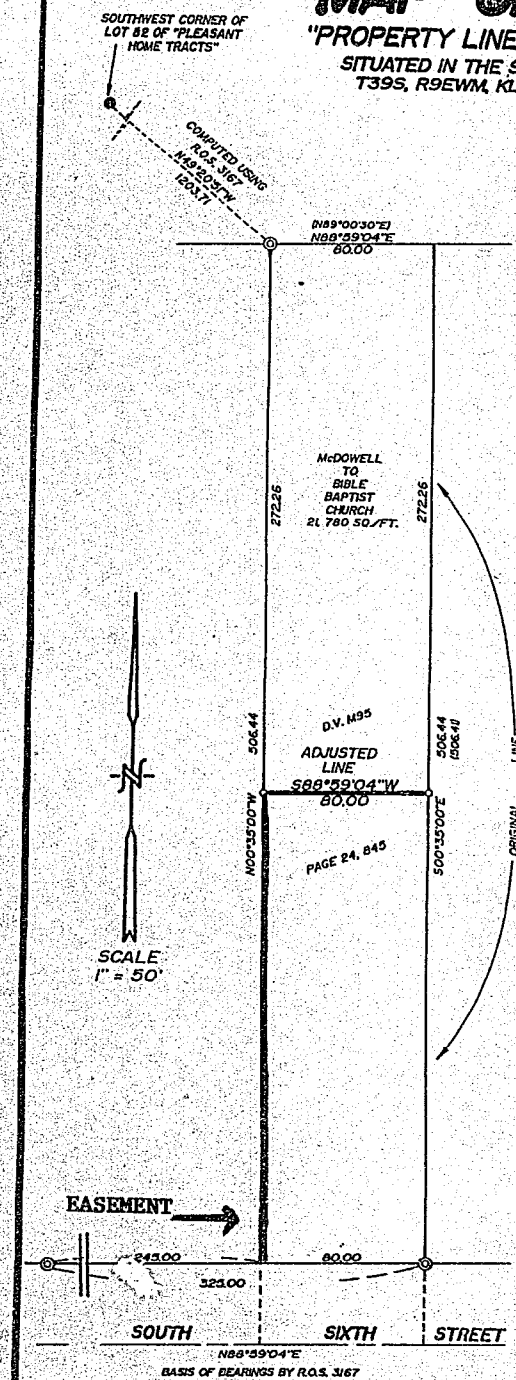
A Tract of land being the Northerly 272.26 feet of that tract of land described in Deed Volume M95 page 24845 of the Klamath County Deed Records, situated in the SE1/4 NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the Northwest corner of said Deed Volume, from which the Southwest corner of Lot 82 of "PLEASANT HOME TRACTS" bears North 49 degrees 20' 51" West 1203.71 feet; thence North 88 degrees 59' 04" East, along the North line of said Deed Volume, 80.00 feet; thence South 00 degrees 35' 00" East, along the East line of said Deed Volume, 272.26 feet; thence South 88 degrees 59' 04" West 80.00 feet to a point on the West line of said Deed Volume; thence North 00 degrees 35' 00" West 272.26 feet to the point of beginning. See Map of survey for "Property Line Adjustment 45-99" on file at the office of the Klamath County Surveyor.

# MAP OF SURVEY

## "PROPERTY LINE ADJUSTMENT 45-99"

SITUATED IN THE SE1/4 NW1/4 OF SECTION 2,  
T39S, R9EWM, KLAMATH COUNTY, OREGON



### LEGEND

- SET 5/8" x 30" IRON PIN WITH TRU-LINE SURVEYING, INC. PLASTIC CAP
- ⊙ FOUND 5/8" IRON PIN
- MONUMENT OF RECORD (NOT RECOVERED THIS SURVEY)
- (XXX) RECORD BEARING AND/OR DISTANCE BY R.O.S. 3167

### NARRATIVE

PROPERTY LINE ADJUSTMENT 45-99 WAS SURVEYED AS REQUIRED BY THE CONDITIONS OF APPROVAL. THE NORTH LINE OF DEED VOLUME M95 PAGE 24, 845 IS PARALLEL WITH SOUTH SIXTH STREET. MONUMENTS FOUND FROM RECORD OF SURVEY 3167 WERE USED FOR CONTROL TO SET THE MONUMENTS AS SHOWN.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dennis A. Ensor*

OREGON  
JULY 25, 1998  
DENNIS A. ENSOR  
2442

DPRES: 12/31/99

FILED  
IN THE OFFICE OF THE KLAMATH  
COUNTY SURVEYOR THIS 5 DAY  
OF NOVEMBER 19 99

TRU SURVEYING, INC. LINE  
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603

SURVEYED FOR	BIBLE BAPTIST CHURCH	
SURVEYED BY	JMH:18 D.J.M.	10-99
MAPPED BY	D.J.M.	10-99
CHECKED BY	D.A.E.	10-99



## EXHIBIT "D"

The First Party does hereby grant, assign and set over to the Second Party an easement 5 feet in width over and across the West 5 feet of the real property described in Exhibit "A" for an above the ground drainage easement. This easement is across the existing driveway of the First Party and shall be paved with asphalt by the Second Party at their sole expense. Second Party will maintain and resurface the easement as needed. If it is not mutually agreed upon by the First and Second Parties that the repair and/or resurfacing of the easement is necessary then the Parties will agree to have a professional paving company be a Third Party and abide by their decision.

The Second Party will be solely responsible for any liability of the easement. Should the easement need to be relocated in the future it will be at the expense of the Second Party and the First Party will be held harmless for any costs relating thereto.

This 5 foot drainage easement shall be appurtenant to the real property of the Second Party described in Exhibit "B" attached hereto and made a part hereof and also appurtenant to the real property of the First Party described in Exhibit "A" attached hereto.

See attached Exhibit "C" for a map of the easement.

State of Oregon, County of Klamath

Recorded 11/15/99, at 3:42 p. m.

In Vol. M99 Page 45365

Linda Smith,

County Clerk

Fee \$ 55.00