
 НА КОМИССИЈА ЗА ЗАШТИТА НА ПРАВАТА НА ДЕЦА
 COMMISSION NO: 351330
 ПОЛНА СЛОВА: ОНЕСО
 СГОВОРНИ СЕГОДИН
 OFFICIAL SEAL

५२

ΚΟΡΑΙΑ ΕΠΙΧΕΙΡΗΣΗ ΟΙΚΟΥ

Vol M99 Page 46682


U.S. OFFICE, 2501 RIVINGTON AVE. EAST, NEW YORK 17, N.Y.

ТА ЖЕЛТІНОВА МІНЕРБЕРГІ 1 ретте ұсынылған және 1 ретте сәтті өткен

known to me to be the person in question. I executed the same report and continuing described in and also executed the within instrument and

BE IT REMEMBERED that on the 20th day of November 1984

STATE OF OREGON


 MAY 1 1964
 COMMISSION NO. 351330
 U.S. DEPARTMENT OF JUSTICE

105W 40 30

FORM 926—GENERAL EASEMENT.

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ASPEN 01050341

COMMISSION NO 001283

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 28th day of October, 1999, by and between PARADISE HILL, LLC, DANOC Corporation and O'Connor Livestock, Inc., hereinafter called the first party, and WELLS E. DURCHANEK, 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: _____

COMMISSION NO 004303
KODVLA 80810-080801
JANNEY 10810801
OFFICIAL 8081

Lot 1 of PARADISE HILL, TRACT 1316

IN WITNESS WHEREOF, the donor has hereunto set their hand and seal this 1st day of January, 1961.

DONOR

WITNESSES

NOTARY PUBLIC

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

SEE ATTACHED LEGAL DESCRIPTION OF PUMP HOUSE EASEMENT
DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF AND IS APPURTENANT TO THE REAL PROPERTY
DESCRIBED IN EXHIBIT " B " ATTACHED HERETO.

11 THIS AGREEMENT IS FOR A TERM OF ONLY ONE (1) YEAR, EXPIRING THE LAST DAY OF THE MONTH OF

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN
 DEVELOPED IN EXHIBIT "B" OF
 BENEFIT OF THE FOLLOWING OF
 WORKED IN THE THROUGH THE
 THE COUNTRY OF THE AND A
 (THE BENEFIT OF THE AND THE SECOND HALF OF
 THE SECOND HALF OF THE YEAR OF
 WITH THE BENEFIT OF THE
 BENEFIT OF THE BENEFIT OF THE

After recording return to (Name, Address, Zip): (0015) 11602249
11242 FROM: 11242 TO: 11242 11242 11242 11242 11242
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County of _____

I hereby certify that the within instrument was received for record on the _____ day of _____, 19____, and recorded in Book _____, page _____, of the office of the _____ Recorder of said County.

Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____, Deputy _____

A/50-

195

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., include maintain well and pump house
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: The easement is for the benefit of the following described parcel and shall run with the land as described in EXHIBIT "B" attached hereto and made a part hereof.

VOKEEWENI LOB EVSEWENI

2314108 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:

DESCRIBED IN EXHIBIT B, ATTACHED HERETO
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 _____% and the second party being responsible for _____%. (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.
By James B. O'Connor President
By John M. O'Connor President

By Frank Goodson First Party
By Mark Wendt Second Party

STATE OF OREGON, County of Klamath } ss.
STATE OF OREGON, County of Klamath }

This instrument was acknowledged before me on 10/25, 1999, by C. Frank Goodson as Agent of Paradise Hill, LLC
This instrument was acknowledged before me on 11/5, 1999, by Mark Wendt as Agent of Paradise Hill, LLC

Pamela J. Spencer Notary Public for Oregon
My commission expires 8/16/2000
Pamela J. Spencer Notary Public for Oregon
My commission expires 8/16/2000

OFFICIAL SEAL
GLAPHRE C FLOTH
NOTARY PUBLIC - OREGON
COMMISSION NO. 321330
MY COMMISSION EXPIRES MARCH 7, 2003

STATE OF OREGON, County of Douglas } ss.

FORM No. 23—ACKNOWLEDGMENT.
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Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 22nd day of NOVEMBER, 1999, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named WELLS E. DURCHANEK

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that SEE.....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.

OFFICIAL SEAL
GLAPHRE C FLOTH
NOTARY PUBLIC - OREGON
COMMISSION NO. 321330
MY COMMISSION EXPIRES MARCH 7, 2003

Glaphre C. Floth Notary Public for Oregon
My commission expires 03-07-03

Owner
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "A"

TRU SURVEYING, INC. LINE
TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

46684

OCTOBER 15, 1999

LEGAL DESCRIPTION OF PUMPHOUSE EASEMENT

A STRIP OF LAND BEING A PORTION OF LOT 1 OF "TRACT 1316 - PARADISE HILL", SITUATED IN THE NE1/4 SW1/4 OF SECTION 31, T37S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1, FROM WHICH THE C-S1/16 CORNER OF SAID SECTION 31 (ANGLE POINT IN LOT 1 BOUNDARY) BEARS S00°39'59"W 801.88 FEET; THENCE N00°39'59"E, ALONG THE SAID EAST LINE, 20.00 FEET; THENCE, LEAVING SAID EAST LINE, N89°00'21"W 10.00 FEET; THENCE S00°39'59"W 20.00 FEET; THENCE S89°00'21"E 10.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1316 - PARADISE HILL", ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/99

STATE OF OREGON,

County of Klamath

} ss.

Personally appeared JAMES B. O'CONNOR

Nov. 3, 1999

who being duly sworn (or affirmed) did say that he is the

PRESIDENT

(President or other officer or officers)

of DANOC CORP., an Oregon corporation

(Name of corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

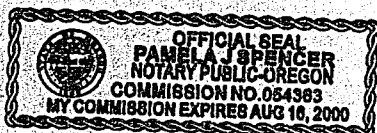
Before me:

Official
Seal

Notary Public for Oregon.

My Commission expires

8/16/2000



STATE OF OREGON,

County of Klamath

} ss.

Personally appeared JOHN M. O'CONNOR

11/4, 1999

who being duly sworn (or affirmed) did say that he is the

President

(President or other officer or officers)

of O'CONNOR LIVESTOCK CORP., an Oregon corporation

(Name of corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Official
Seal

Notary Public for Oregon.

My Commission expires

8/16/2000

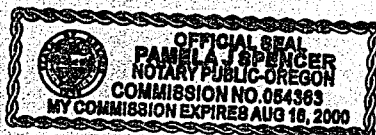


EXHIBIT "B"
LEGAL DESCRIPTION

Government Lot 3, Section 31, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies North 1 degree 05' East along the West 40 line of Government Lot 3, Section 31, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, a distance of 483.3 feet from the iron pin which marks the Southwest corner of said Government Lot 3 and running thence North 26 degrees 39' East a distance of 450.5 feet to an iron pin; thence North 63 degrees 21' West a distance of 123.75 feet to a point; thence 16 degrees 06' West a distance of 67 feet to a point on the South right of way line of the Old Dalles-California Highway; thence in a Westerly direction following the South right of way line of the Old Dalles-California Highway a distance of 55 feet to a point which lies on the West 40 line of said Government Lot 3; thence South 1 degree 05' West along the West 40 line of said Government Lot 3 a distance of 500 feet, more or less, to the point of beginning.

State of Oregon, County of Klamath
Recorded 11/24/99, at 11:04 a.m.
In Vol. M99 Page 46682
Linda Smith,
County Clerk Fee \$ 50⁰⁰