



Grantor: Jonathan B. Hall and Balinda C Hall

04/20/2017 12:25:28 PM

Fee: \$52.00

Grantee: Cascadia Ranch and Stables, LLC, An Oregon Limited Liability Company

After recording return to: Grantee

AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 13th day of April, 2017 by and between Jonathan B. Hall and Balinda C. Hall, hereinafter "Grantor" and Cascadia Ranch and Stables, LLC, An Oregon Limited Liability Company, hereinafter "Grantee".

RECITALS

Whereas Grantor is the record owner of the following described real property located in Klamath County, Oregon, described as:

Parcel 1 of LP 15-11 as shown on the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantor has the unrestricted right to grant the Easement hereinafter described relative to said real property.

Grantee is the record owner of a parcel of real property located in Klamath County, Oregon described as:

See Exhibit "A" attached hereto

Grantor conveys to Grantee, its heirs successors and assigns a perpetual non-exclusive Easement 32 feet in width beginning at the South East corner of Parcel 1, running northerly to the northerly line of the irrigation easement, approximately 170.95 feet.

AGREEMENT

The terms of this Agreement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the Easement for the purpose of ingress and egress to the irrigation ditch at the northerly terminus of the easement to allow Grantee access to the irrigation ditch, as well as to maintain any pipelines or ditches necessary to bring irrigation water to Grantee's property. Grantee shall not allow any equipment or vehicles to remain on the easement for more than one day, other than equipment relating to the use of the irrigation.

2. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

3. This Easement is appurtenant to and for the benefit of the real property owned by

Grantee and described above.

4. This Easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may however be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

5. This Easement is granted subject to all prior Easements or encumbrances of record.

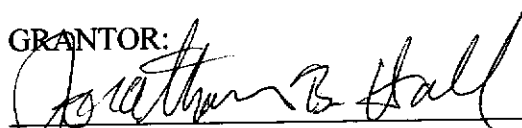
6. The rights of ingress and egress granted by this easement are limited to the ingress and egress ordinarily and reasonably necessary for the purposes of accessing the irrigation ditch located on Grantee's real property.

7. Grantors' remedies for a breach of this agreement shall include but are not limited to injunctive relief, damages, and termination of this agreement.

8. Grantee shall construct and reasonably maintain the road way on the easement, at Grantee's expense.

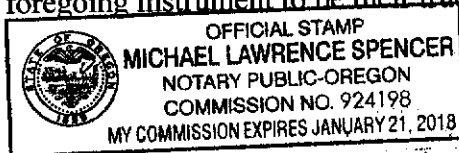
9. Grantee hereby waives and terminates any and all rights or claims relating to access based upon any pre-existing easements over Grantors' property described herein.

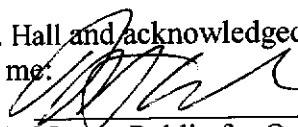
GRANTOR:


Jonathan B. Hall



Balinda C. Hall

Personally appeared Jonathan B. Hall and Balinda C. Hall and acknowledged the foregoing instrument to be their true act and deed. Before me:




Notary Public for Oregon

My Commission Expires: 1-21-2018


Lynan Lea Baghott, Member
Cascadia Ranch and Stables, LLC, An Oregon Limited Liability Company

BE IT REMEMBERED that on this 13th day of April, 2017, personally appeared before me Lynan Lea Baghott, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that she executed the same freely and voluntarily on behalf of Cascadia Ranch and Stables, LLC. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.




Notary public for Oregon

My commission expires: 1-21-2018

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A parcel of land situate in the NW1/4 of the NE1/4 of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the North line of the NW1/4 of the NE1/4 of Section 17, which said point intersects with the Easterly right of way line of Reeder Road; thence South along said Easterly right of way line of Reeder Road, 330 feet; thence East 660 feet; thence North 330 feet more or less to the North line of said NW1/4 of the NE1/4, thence West along said North line 660 feet more or less to the point of beginning.

PARCEL 2:

NW1/4 NE1/4 lying Northeasterly of the O.C. & E. Railway Company right of way and East of Reeder Road, Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land situate in the NW1/4 of the NE1/4 of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point of the North line of the NW1/4 of the NE1/4 of Section 17, which said point intersects with the Easterly right of way line of Reeder Road; thence South along said Easterly right of way line of Reeder Road, 330 feet; thence East 660 feet; thence North 330 feet more or less to the North line of said NW1/4 of the NE1/4, thence West along said North line 660 feet more or less to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 23rd day
of Sept A.D., 19 98 at 11:24 o'clock A M., and duly recorded in Vol. M98
of Deeds on Page 34849

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kathleen Brown