

71948

EASEMENT

Vol. 79 Page 18731

On this 25<sup>th</sup> day of July, 1979, in consideration of the sum of ten dollars (\$10), JOHN ENRIGHT and DICK LINDGREN, a partnership, hereinafter referred to as Grantors, convey to COLLINS, LITTRELL, CAUBLE, CO., an Oregon corporation, hereinafter referred to as Grantees, a perpetual, nonexclusive easement to use a strip of land which is located as follows across the property of the Grantors:

The Westerly 80 feet of the Southerly 10 feet of Lot 28, Block 18, SECOND RAILROAD ADDITION to the City of Klamath Falls, Oregon, and the Westerly 80 feet of the Northerly 10 feet of Lot 27, Block 18, SECOND RAILROAD ADDITION to the City of Klamath Falls, Oregon.

The terms of this easement are as follows:

1. The Grantee, his agents, independant contractors and invitees shall use the easement strip for road purposes only and for access to the property described as follows:

Lot 29, <sup>and 30 by C. P. A.</sup> Block 18, SECOND RAILROAD ADDITION to the City of Klamath Falls, Oregon and Lot 28, Block 18, SECOND RAILROAD ADDITION to the City of Klamath Falls, Oregon, excepting the Southerly 10 feet of said Lot.

2. (a) Grantor reserves the right to use, construct, reconstruct and maintain the property located upon the easement strip for purposes of access to Grantor's property and may grant the use of said roadway for use by Grantor <sup>and Grantee</sup> parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantor's right of use shall be dominant.

(b) Grantee, prior to improving or placing any improvement of whatsoever nature upon the easement strip must obtain the written permission of the Grantor.

3. 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 strip. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantor or others for any condition existing thereon.

4. This easement shall be perpetual; however, in the event that it is not used by Grantee for a period of ~~three~~ <sup>five</sup> years, or if otherwise abandoned by Grantee, the easement shall automatically expire and Grantee shall upon request execute a recordable document evidencing such expiration.

5. This easement is personal only to the Grantee and is not assignable or applicable to his heirs, successors or assigns.

6. This easement is granted subject to all prior easements or encumbrances of record.

7. The following is a description of Grantee's property to which this easement is appurtenant:

Lots 29, 30 and Lot 28 except the South 10', Block 18, SECOND RAILROAD ADDITION, to the City of Klamath Falls, Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

ENRIGHT and LINDGREN

By [Signature] Grantors

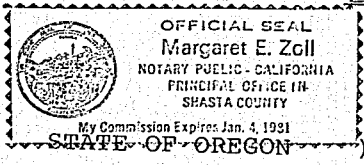
COLLINS, LITTRELL & CAUBLE CO.

COLLINS Enterprises Inc. by [Signature]

By LITTRELL INVESTMENTS Grantees

STATE OF CALIF. )  
County of SHASTA ) ss.

Personally appeared a representative of ENRIGHT and LINDGREN and acknowledged the foregoing easement its voluntary act and deed this 3 day of August, 1979.



Margaret E. Zell  
Notary Public for California  
My Commission expires: \_\_\_\_\_

County of Klamath )

Personally appeared a representative of COLLINS, LITTRELL & CAUBLE CO., and acknowledged the foregoing easement its voluntary act and deed this 26 day of July, 1979.

[Signature]  
Notary Public for Oregon  
My Commission expires: 11-16-81

STATE OF OREGON,  
County of Klamath ) ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 2nd day of August, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John T. Enright for Enright and Lindgren

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



[Signature]  
Notary Public for Oregon  
My Commission expires 2/14/81

Return to: T/A - Julie

18736

This document is personal only to the Grantor and his heirs, successors and assigns.

STATE OF OREGON, COUNTY OF KLAMATH; ss.

for record at request of Transamerica Title Co.

is 16th day of August A. D. 1979 at 8:55'clock AM, and

is recorded in Vol. 479 of Page 18734

Wm D. MILNE, County Clerk

By Bernard J. Helich

Fee \$10.50

Witness my hand and seal of office this 16th day of August, 1979.

WITNESS MY HAND AND SEAL

GRANTOR

GRANTOR, HITTNER & CARLSON CO.

GRANTOR

Personally appeared a representative of HITTNER and CARLSON CO., and acknowledged the foregoing instrument as voluntarily executed by him on this 16th day of August, 1979.

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

Personally appeared a representative of HITTNER and CARLSON CO., and acknowledged the foregoing instrument as voluntarily executed by him on this 16th day of August, 1979.

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16th day of August, 1979.

WITNESS MY HAND AND SEAL

GRANTOR

GRANTOR, HITTNER & CARLSON CO.

GRANTOR

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_