

33803

MTC-13320

CROSS-EASEMENTS Vol. 1984 Page 2828

THIS AGREEMENT is made and entered into on the date set opposite the signature of each party hereto. It is made by and between D. DEANE SACHER, also known as DOYLE DEANE SACHER, and BEVERLY L. SACHER, husband and wife, hereinafter referred to as SACHER, and KLAMATH LAKE EMPLOYMENT TRAINING INC. COUNCIL, an Oregon non-profit corporation, hereinafter referred to as KLAMATH LAKE.

In consideration of promises, conditions and easements contained herein, the parties hereby agree as follows:

1. RECITALS: Sacher and Klamath Lake hereby declare the following facts are true: Klamath Lake is the contract purchaser of the property described on Exhibit "A" attached hereto, and hereinafter referred to as The Klamath Lake Property. Sacher is the owner of the property described on Exhibit "B", attached hereto, and hereinafter referred to as the Sacher Property. There are walkways and pathways which cross both properties, and the parties wish to guarantee access over said pathways and walkways.

2. EASEMENT: Sacher, as grantor, conveys to Klamath Lake, its heirs, successors and assigns, and Klamath Lake, grantor, conveys to Sacher, their heirs, successors and assigns, a perpetual, non-exclusive easement for use of the pathways and walkways across the Sacher Property and the Klamath Lake Property. The pathways and walkways are as set forth on Exhibit "C", attached hereto and made a part hereof.

3. USE: Said walkways and pathways shall be used for travel by persons only, and each party hereto shall take reasonable measures to prevent any use by automobiles, motorcycles, or bicycles. Use shall be allowed to the parties hereto, and to their agents, invitees, guests, and clients.

4. MAINTENANCE: The parties each agree to reasonably maintain the pathways and walkways located on their respective property, provided, however,

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1 that neither party is required to remove snow and ice from the pathways or  
2 walkways on their respective properties. Each party is given the right to  
3 remove snow and ice from the pathways and walkways of the other party.

4 5. RELOCATION: Each party is allowed the right to relocate any  
5 pathways or walkways on his property, provided that such relocation does not  
6 unreasonably impair access to the other parties' property.

7 6. TIME: This Easement shall be perpetual, provided, however,  
8 that in the event that any portion of the walkways or pathways are not  
9 used for a period of three (3) years, this Easement shall automatically  
10 expire and the party whose rights have expired shall execute a recordable  
11 document evidencing such expiration.

12 7. SUBJECT TO: This Easement is subject to all prior easements  
13 or encumbrances of record.

14 8. PRIOR AGREEMENTS: This document is the entire, final and  
15 complete agreement of the parties pertaining to the easements over and  
16 across the property described on Exhibits "A" and "B", attached hereto and  
17 by this reference made a part hereof, and supersedes and replaces all  
18 written and oral agreements heretofore made or existing by and between  
19 the parties or their representatives insofar as the properties are concerned,  
20 and cannot be amended except by written agreement between the parties.

21 9. COSTS AND ATTORNEYS FEES: In the event suit or action is  
22 instituted to enforce any of the terms of this Cross-Easement, the prevailing  
23 party shall be entitled to recover from the other party such sums as the  
24 court may adjudge reasonable as attorneys' fees at trial or on appeal of  
25 such suit or action, in addition to all other sums provided by law.

26 10. APPURTENANT: This Easement is appurtenant to the real property  
27 owned by each party hereto.

28 11. ADDITIONAL EASEMENT: Klamath Lake also grants to Sacher, their  
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heirs, successors and assigns, the right to use the area marked on Exhibit "C", as "trash receptacle", for the purpose of storing garbage and trash, including the right of ingress and egress to the receptacle area.

As of February 1, \_\_\_\_\_, 1984

As of February 1, \_\_\_\_\_, 1984

As of February 1, \_\_\_\_\_, 1984

As of February 1, \_\_\_\_\_, 1984

Doyle Deane Sacher  
DOYLE DEANE SACHER  
Beverly L. Sacher  
BEVERLY L. SACHER

KLAMATH LAKE EMPLOYMENT TRAINING COUNCIL, INC.  
By Nell Kuonen  
President

By Roger Hamilton  
Secretary

STATE OF OREGON )  
County of Klamath ) ss.

On this 1st day of February, 1984, personally appeared before me the above named DOYLE DEANE SACHER and BEVERLY L. SACHER, who are known to me to be the individuals described therein, and who acknowledged to me that they executed the within instrument freely and voluntarily.

Susan Kay Day  
Notary Public for Oregon  
My commission expires 6/4/1985

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

STATE OF OREGON )  
County of Klamath ) ss.

On this 1st day of February, 1984, personally appeared Nell Kuonen and Roger Hamilton

who, being duly sworn, did say that the former is the President and that the latter is the Secretary of KLAMATH LAKE EMPLOYMENT TRAINING COUNCIL, INC. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed

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1 and sealed in behalf of said corporation by authority of its board of  
2 directors; and each of them acknowledged said instrument to be its  
3 voluntary act and deed. Before me: Susan Kay Way  
4 Notary Public for Oregon  
5 My commission expires 6/6/98  
6 Notary Public for Oregon  
7 My Commission Expires: \_\_\_\_\_  
8  
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10  
11  
12  
13

14 AFTER RECORDING RETURN TO:  
15 BOIVIN & BOIVIN, P. C.  
16 Attorneys at Law  
17 110 North Sixth Street  
18 Klamath Falls, Oregon 97601  
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HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
428 MAIN STREET  
KLAMATH FALLS,  
OREGON 97601-6084  
TELEPHONES  
(503) 884-7731  
884-2030

CROSS-EASEMENTS - Page 4 and Last.

EXHIBIT "A"

2832

DESCRIPTION

PARCEL 1:

The following described real property in Klamath County, Oregon:

A parcel of land situate in Lots 7 and 8, Block 19, of the Original Town of Linkville, known now as Klamath Falls, being more particularly described as follows:

Beginning at the most Northerly corner of Lot 8 in said Block 19, being at the intersection of Third and Pine Streets; thence Southeasterly along Third Street 62.0 feet to the true point of beginning for this description; thence Southwesterly parallel to Pine Street 86.5 feet to a point; thence Southeasterly parallel to Third Street, 50.00 feet to a point lying Northwesterly 8 feet from Southeasterly lot line of Lot 7; thence Northeasterly and 8 feet distant of the Southeasterly lot lines of Lots 7 and 8, 86.5 feet to the Southerly right of way line of Third Street; thence Northwesterly along said Southerly right of way line, 50 feet to the point of beginning, being a portion of Lots 7 and 8, Block 19, Original Town of Linkville.

PARCEL 2:

The following described real property in Klamath County, Oregon:

A parcel of land situate in Lots 7 and 8, Block 19 of the Original Town of Linkville, known now as Klamath Falls, being more particularly described as follows:

Beginning at the most Northerly corner of Lot 8 in said Block 19 being at the intersection of Third and Pine Streets; thence Southwesterly along the Southerly right of way line of Pine Street, 86.5 feet to the true point of beginning; thence Southeasterly parallel to Third Street 112 feet to a point lying Northwesterly 8 feet distant of the Southeasterly lot line of Lot 7; thence Southwesterly and 8 feet distant of the Southeasterly line of Lot 7, 46.00 feet to the lot line common to Lots 6 and 7; thence Northwesterly along the lot line common to said Lots 6 and 7 112 feet to the Southerly line of Pine Street; thence Northeasterly along said Southerly line of Pine Street 46.00 feet to the point of beginning, being a portion of Lot 7, Block 19, Original Town of Linkville.

## DESCRIPTION

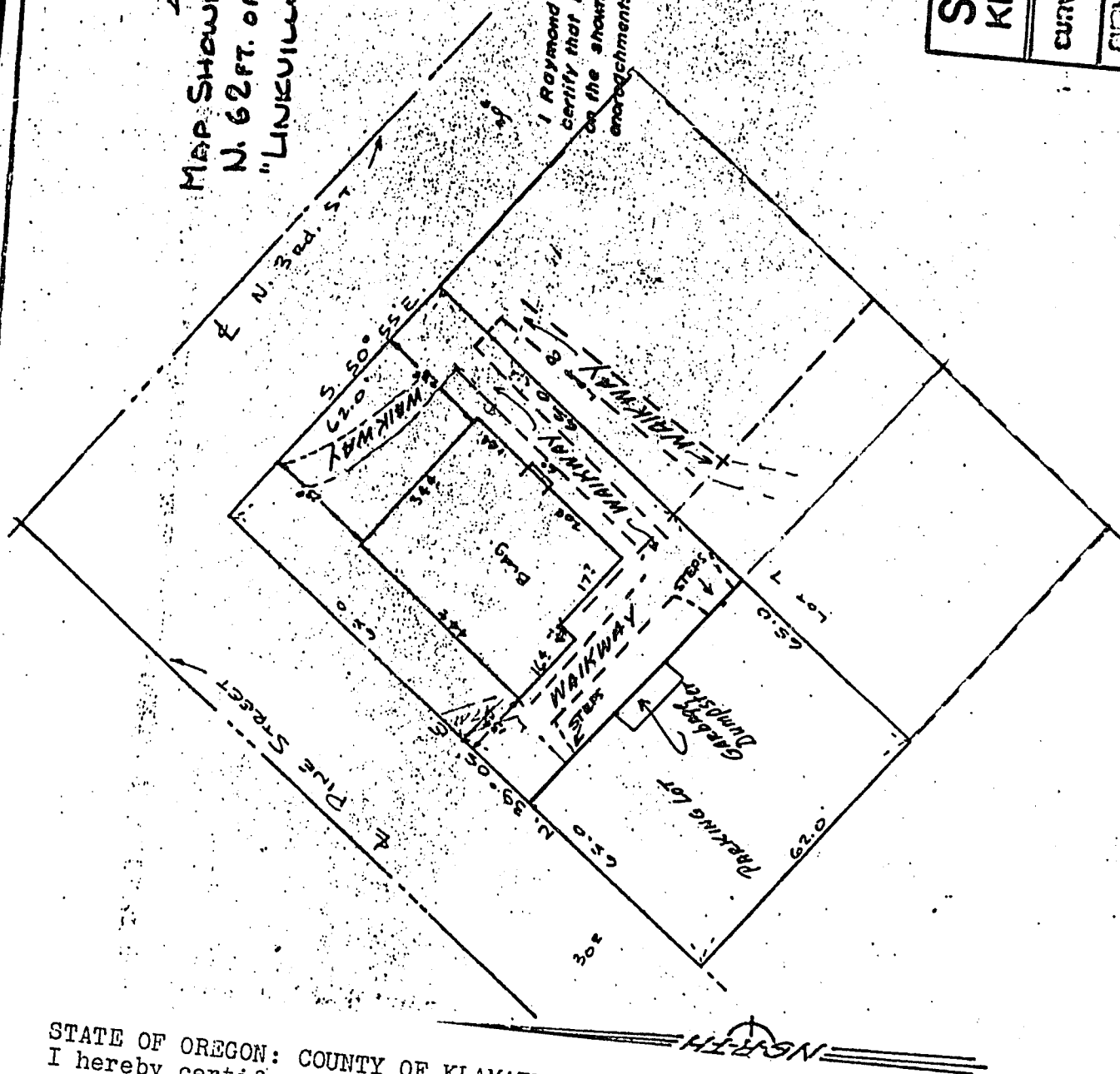
The following described real property in Klamath County, Oregon:

A parcel of land situate in Lots 7 and 8, Block 19 of the Original Town of Linkville, known now as Klamath Falls, being more particularly described as follows:

Beginning at the most Northerly corner of Lot 8 in said Block 19 being at the intersection of Third and Pine Streets; thence Southeasterly along Third Street 62.0 feet to a point; thence Southwesterly parallel to Pine Street 86.5 feet to a point; thence Northwesterly parallel to Third Street 62.0 feet to the Southerly right of way line of Pine Street; thence Northeasterly along the Southerly right of way line of Pine Street and the Northwestern lot lines of said Lots 7 and 8, 86.5' to the point of beginning, being a portion of Lots 7 and 8, Block 19, ORIGINAL TOWN OF LINKVILLE.

# EXHIBIT C

MAP SHOWING IMPROVEMENTS ON THE  
N. 62 FT. OF LOTS 7 & 8 BLOCK 19  
"LINKVILLE", KLAMATH FALLS, OREGON



I, Raymond G. Bidegary, Land Surveyor, hereby  
certify that I have located the improvements  
on the shown/described property and found no  
encroachments either way across property lines.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Raymond G. Bidegary*

OREGON  
JULY 8, 1966  
RAYMOND G. BIDEGARY  
735

**SURVEYORS INC.**  
**KLAMATH FALLS, OREGON**

CURVEY FOR	D. Deane & Beverly L. Sacher	2834
CURVEYED BY	130 N. 32d St.	
NOTED BY	R. G. B.	
CHECKED BY	D. A. C.	4-24
SCALE 1" = 30'		

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 23rd. day of February A.D., 1984 at 11:53o'clock A.M.  
and duly recorded in Vol M84, of Deeds on page 2828.

Fee \$28.00

EVELYN BIEHN, COUNTY CLERK  
by *Pam Smith* Deputy