

Aspen 32648

AGREEMENT GRANTING EASEMENTS FOR ACCESS

DATED: February 2, 1988⁸⁹
 BETWEEN: American Savings & Loan Association
 (a Federal Association), dba Willamette
 Savings and Loan Association ("Willamette")
 AND: Marion W. Gruver ("Gruver")

Recitals:

A. Willamette is the owner of the real property located in Klamath County, Oregon which is legally described in the attached Exhibit "A" ("the Willamette property").

B. Gruver is the owner of two parcels of real property relevant to this Agreement located in Klamath County, Oregon. One parcel borders the North and a portion on the West of the Willamette property. This parcel of property is legally described in the attached Exhibit "B" (the North Gruver property).

C. Another parcel owned by Gruver borders the South of the Willamette property. This property is legally described in the attached Exhibit "C" (the South Gruver property).

D. This grant of easement is in addition to the grant of easements recorded in Volume M88, Page 11147, of the Deed Records of Klamath County, Oregon

E. The parties desire to enhance the values of their respective properties by granting each other certain easements for ingress and egress across each others' properties. This grant of easement is also made to facilitate the adjustment of lot lines between the parties.

Agreements:

Therefore, the parties agree as follows:

SECTION 1

GRANT OF EASEMENT BY GRUVER

1.1 Grant of Easement

Gruver hereby grants to Willamette a non-exclusive easement for ingress and egress (the "South Gruver Easement") over that portion of the

South Gruver property which is described in the attached Exhibit "D". The South Gruver Easement is granted as a benefit and right appurtenant to the Willamette property. The South Gruver Easement is granted for the benefit of the Willamette property, Willamette, its successors, lessees, mortgagees, and assigns, subject to the restrictions, covenants, and charges set forth in this Agreement.

1.2 Rights and Restrictions

Willamette shall have the nonexclusive right to use the South Gruver Easement perpetually for ingress and egress only. All users shall cause a minimum of interference to the others. The easement may be used for vehicular and pedestrian ingress and egress purposes by Willamette. Use of the South Gruver Easement shall be on a regular, continuous, non-exclusive, non-priority basis, benefiting Willamette, its successors, assigns, lessees, mortgagees, invitees, guests, agents and appointees. However, Willamette's rights hereunder shall not lapse in the event of Willamette's failure to use the easement right-of-way on a continuous basis.

Except as to the rights herein granted, Gruver shall have the full use and control of the above described real estate.

1.3 Construction, Maintenance, and Repair

1.3.1 The parties agree that the roadway shall be maintained in good condition at all times.

1.3.2 That for the purpose of this Agreement, Willamette and Gruver shall share equally in the responsibility and the cost of maintenance and repairs of the South Gruver Easement. If the ownership of the North or South Gruver properties or the Willamette property change so that there is not an identity of ownership of any two properties then the then owners of the parcels shall share equally in the responsibility and cost of maintenance and repair of the South Gruver Easement.

1.4 Liability; Indemnification

Under no circumstances shall Willamette or its successors and assigns be liable to Gruver or her successors and assigns for any loss or damage arising out of the use of the South Gruver Easement by Gruver, her successors and assigns. Gruver and her successors and assigns hereby indemnify and hold harmless Willamette and its successors and assigns from any and all claims of third persons arising from the use of the South Gruver Easement by Gruver, her successors and assigns.

1.5 Real Property Taxes

Gruver or her successors and assigns shall be responsible for the payment of all property taxes and assessments on the South Gruver property, including that portion of the Gruver property included in the South Gruver Easement.

SECTION 2GRANT OF EASEMENT BY WILLAMETTE2.1 Grant of Easement

Willamette hereby grants to Gruver a non-exclusive easement for ingress and egress ("the Willamette Easement") over a portion of the Willamette property described in the attached Exhibit "E". The Willamette Easement is granted as a benefit and right appurtenant to the North Gruver property. The Willamette Easement is granted for the benefit of the North Gruver property, Gruver, Gruver's successors, lessees, mortgagees, and assigns, subject to the restrictions, covenants, and charges set forth in this Agreement.

2.2 Rights and Restrictions

Gruver shall have the non-exclusive right to use the Willamette Easement perpetually for ingress and egress only. All users shall cause a minimum of interference to the others. The easement may be used for vehicular and pedestrian ingress and egress purposes by Gruver. Use of the Willamette Easement shall be on a regular, continuous, non-exclusive, non-priority basis, benefiting Gruver, her successors, assigns, lessees, mortgagees, invitees, guests, agents and appointees. However, Gruver's rights hereunder shall not lapse in the event of Gruver's failure to use the easement right-of-way on a continuous basis.

Except as to the rights herein granted, Willamette shall have the full use and control of the above described real estate.

2.3 Liability; Indemnification

Under no circumstances shall Gruver or her successors and assigns be liable to Willamette or its successors and assigns for any loss or damage arising out of the use of the Willamette Easement by Willamette, its successors and assigns. Willamette and its successors and assigns hereby indemnify and hold harmless Gruver and her successors and assigns from any and all claims of third persons arising from the use of the Willamette Easement by Willamette, its successors and assigns or the Willamette permitted users.

2.4 Construction, Maintenance, and Repair

2.4.1 The Willamette Easement shall be maintained in good condition at all times. The parties agree that they shall be required to jointly and equally maintain said road.

2.4.2 If any additional parties shall be granted rights to use this easement for access, then those parties shall share equally with Willamette and Gruver in the responsibility and the cost of maintenance and repair of the Willamette easement.

2.5 Real Property Taxes

Willamette or its successors and assigns shall be responsible for the payment of all real property taxes and assessments on the Willamette property, including that portion of the Willamette property included in the Willamette Easement.

SECTION 3

GENERAL PROVISIONS

3.1 Easements to Run with Land

Each easement granted pursuant to this Agreement shall run with the land as to all property benefited and burdened by such easement, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden and benefit Willamette, Gruver and their respective successors, assigns, lessees, mortgagees and beneficiaries under any deed of trust.

3.2 Conformance with Governmental Requirements

All uses of the easements granted pursuant to this Agreement shall be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations and requirements.

3.3 No Fees

There shall be no fee or charge imposed for the use of any easement granted pursuant to this Agreement other than as expressly provided in this Agreement.

3.4 Condemnation

In the event that all or any part of any easement granted pursuant to this Agreement is taken by condemnation or power of eminent domain, or is conveyed under bona fide threat of condemnation, and such taking renders such easement unusable for normal, regular, two-way vehicular and pedestrian ingress and egress, this Agreement shall terminate. If such taking does not render such easement so unusable, the obligations hereunder of the party owning the property taken shall abate to the extent of the taking, but this Agreement shall otherwise remain in full force and effect. Proceeds from any condemnation shall belong exclusively to the fee title owner of the property taken.

3.5 Modification

The terms of this Agreement, including the boundaries of any easement granted pursuant to this Agreement, may be modified with the unanimous consent of the parties (or their successors and assigns); provided that any such modification shall be in writing signed by the parties (or their successors or assigns) and shall be recorded in the appropriate deed records of Klamath County, Oregon.

3.6 Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any terms of this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties such sums as the Court may adjudge as reasonable attorneys' fees at trial, bankruptcy or on any appeal of said suit or action in addition to all other sums provided by law.

SECTION 4NOTICES

Any notice which any owner of a parcel affected by this Agreement desires to give to any other such owner shall be in writing and shall be effective when actually delivered in person or three business days after placement in the U.S. Mail, postage prepaid as registered or certified mail, return receipt requested, addressed to such other owner at the address shown on the last instrument recorded in the deed records of Klamath County, Oregon which conveyed an interest in such owner's parcel, or to such other address as such owner may designate in writing to the other owner(s).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AMERICAN SAVINGS AND LOAN ASSOCIATION (a
Federal Association) dba WILLAMETTE
SAVINGS AND LOAN ASSOCIATION

By

Title:

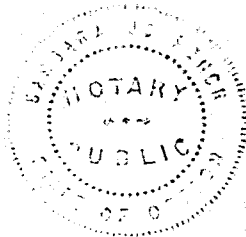
Marion W. Gruver
Marion W. Gruver

STATE OF OREGON)

) ss

County of Multnomah)

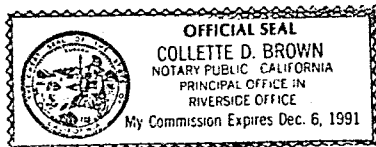
On this 6th day of February, 1989, before me personally appeared Douglas G. Greybill, who, being duly sworn did say that he is the Senior Vice President of American Savings and Loan Association (a Federal Association) dba Willamette Savings and Loan Association, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged that said instrument is the free act and deed of said Corporation.



Barbara J. French
Notary Public for Oregon
My Commission expires: 9/28/91

STATE OF California)
County of Riverside) ss

On this 2nd day of February, ¹⁹⁸⁹1988, before me personally appeared MARION W. GRUVER, who, being duly sworn did acknowledge the foregoing instrument to be her voluntary act and deed.



x Collette D. Brown
Notary Public for Riverside County
My Commission expires: 12/6/91

EXHIBIT A

A parcel of land in the East one-half of the East one-half of the Southeast one-quarter of the Southeast one-quarter of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; more particularly described as follows:

Beginning at a point on the easterly section line of Section 32, said point being North $00^{\circ}12'42''$ West 131.89 feet from the Southeast corner of Section 32; running thence North $89^{\circ}29'55''$ West 330.36 feet; thence North $00^{\circ}15'10''$ West 430.78 feet to a parcel of land owned by Marion W. Gruver; thence along these lands of Gruver, South $89^{\circ}35'57''$ East 50.00 feet; thence North $00^{\circ}15'10''$ West 155.16 feet; thence South $89^{\circ}35'57''$ East 280.78 feet to the easterly line of Section 32; thence along said section line, South $00^{\circ}12'42''$ East 586.51 feet to the Point of Beginning.

EXHIBIT B

The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, and the East 100 feet of the Northwest 1/4 of the SE 1/4 of the SE 1/4, Sec. 32, T37S, R11EWM, and the North 100 feet of the SE 1/4 of the SE 1/4 of the SE 1/4 Sec. 32, T37S, R11EWM.

Less and except the following:

Commencing at the Southeast corner of Section 32 and running along the easterly section line, North $00^{\circ}12'42''$ West 563.25 feet to the Point of Beginning; thence running North $89^{\circ}35'57''$ West 280.67 feet; thence North $00^{\circ}15'10''$ West 155.16 feet; thence South $89^{\circ}35'57''$ East 280.78 feet to the easterly line of Section 32; thence South $00^{\circ}12'42''$ East 155.16 feet to the Point of Beginning

EXHIBIT C

A parcel of land in the East one-half of the East one-half of the Southeast one-quarter of the Southeast one-quarter of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; more particularly described as follows:

Beginning at the Southeast corner of Section 32, running thence North $89^{\circ}29'55''$ West 330.27 feet; thence North $00^{\circ}15'10''$ West 131.89 feet; thence South $89^{\circ}29'55''$ East 330.36 feet to the easterly line of Section 32; thence South $00^{\circ}12'42''$ East 131.89 feet to the point of beginning.

EXHIBIT D

A 30 foot wide access easement along the westerly line of the South Gruver Property for the benefit of the lands of Marion W. Gruver and Willamette Savings and Loan Association situate in the Northeast one-quarter, the Northwest one-quarter, and the Southeast one-quarter in the Southeast one-quarter of the Southeast one-quarter of Section 32, Township 37 South, Range 11 East of the Willamette Meridian. Said easement being more particularly described as follows:

Beginning at a point 330.27 feet North 89°29'55" West of the Southeast corner of Section 32, said point being the Southwest corner of the South Gruver Property; running thence North 00°15'10" West 131.89 feet; thence South 89°29'55" East 30.00 feet; thence South 00°15'10" East 131.89 feet; thence North 89°29'55" West 30.00 feet to the Point of Beginning.

EXHIBIT E

A 30 foot wide access easement along the westerly line of the Willamette property for the benefit of the lands of Marion W. Gruver situate in the Northeast one-quarter, the Northwest one-quarter, and the Southeast one-quarter in the Southeast one-quarter of the Southeast one-quarter of Section 32, Township 37 South, Range 11 East of the Willamette Meridian. Said easement being more particularly described as follows:

Beginning at a point 330.27 feet North 89°29'55" West and 131.89 feet North 00°15'10" West of the Southeast corner of Section 32, said point being the Southwest corner of the Willamette Property; running thence North 00°15'10" West 430.78 feet to the lands of Gruver; thence along the lands of Gruver, South 89°35'57" East 30.00 feet; thence South 00°15'10" East 430.83 feet; thence South 89°29'55" West 30.00 feet to the Point of Beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 8th day
of Feb. A.D., 19 89 at 2:54 o'clock P M., and duly recorded in Vol. M89
of Deeds on Page 2502
By Evelyn Biehn County Clerk
Daniel M. Mendenhall

FEE \$58.00
Return: A.T.C.