

53273

DEED OF EASEMENTDated 20 March, 1990

In consideration of a reciprocal easement, DAVID D. REEDER and SUE ANN REEDER, husband and wife, Grantors, convey to HENRY J. CALDWELL, JR. and DEBRA L. CALDWELL, husband and wife, their heirs, successors and assigns, Grantees, a perpetual nonexclusive easement to use a strip of land which is 15 feet wide and lies Westerly of the centerline and along the length of the centerline of vacated Fifth Avenue. This easement is granted subject to all prior easements or encumbrances of record.

The terms of this easement are as follows:

1. This easement is appurtenant to the real property owned by Grantors and described below:

Lots 1, 2, 3, 4, and 5, and that portion of vacated Fifth Avenue lying Westerly of the centerline of vacated Fifth Avenue and Easterly and adjacent to said Lot 1, all in Block 1, REPLAT NO. 1 of a portion of SUNNYSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

2. Grantees, their agents, independent contractors and invitees shall use the easement strip for road purposes only for access to property described in Paragraph 7 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

3. Grantors reserve the right to use and maintain the road to be constructed upon this easement strip. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others, however, in case of conflict Grantor's right of use shall be dominant.

4. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the easement strip.

5. Grantors agree to pay one-third of any

construction, maintenance and repair costs of the road on the easement. In the event Grantors sell the land described in Paragraph 1, Grantors covenant to Grantees that they will incorporate into the terms of the sale agreement that the buyers are responsible to pay one-third of the maintenance and repair costs of the road.

6. Grantees agree to pay two-thirds of the costs for the construction, maintenance and repair of the road on said easement. In the event Grantees sell either of the parcels of land described in Paragraph 7, Grantees covenant to Grantors that they will incorporate into the terms of any sale agreement that the Buyer of each parcel described in Paragraph 7, is responsible to pay one-third of the maintenance and repair costs for the road on the easement; if the buyer buys both parcels, that buyer is to be responsible to pay two-thirds of the maintenance and repair costs for the road on the easement.

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

PARCEL 1. Lots 1, 2 and 3, that portion of vacated "F" Street lying Northerly and adjacent to said Lot 1, and that portion of vacated Fifth Avenue lying Easterly of the centerline of Vacated Fifth Avenue and lying Westerly and adjacent to said Lots 1, 2 and 3 and the vacated portion of vacated "F" Street lying Northerly and adjacent to said Lot 1, all in Block 1 of SUNNYSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and that portion of vacated Fifth Avenue that lies West of the Fifth Avenue centerline.

PARCEL 2. A portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at an iron axle marking the center one-quarter corner of said Section 20, said point also being the Southwest corner of the RE-SUBDIVISION OF MCLOUGHLIN HEIGHTS: thence North 0 degrees 51' East along the West line of said McLoughlin Heights, a distance of 441.2 feet to an iron pin; thence North 87 degrees 49' West a distance of 210.13 feet to an iron pin on the Easterly line of the O.T.I. access road known as "Campus Drive"; thence Southerly along said Easterly line and along the arc of a 1004.93 foot radius curve to the right, a distance of 474.01 feet to an iron pin on the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of

Section 20; thence South 89 degrees 36'52" East along said South line a distance of 348.04 feet, more or less, to the point of beginning. EXCEPTING THEREFROM those portions lying within the right of way of Campus Drive and Daggett Avenue.

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

David D. Reeder
Grantor

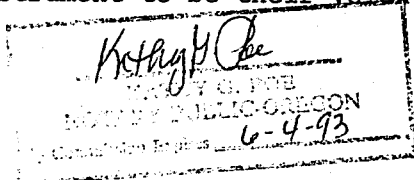
Sue Ann Reeder
Grantor

Henry J. Caldwell
Grantee

Debra L. Caldwell
Grantee

STATE OF OREGON)
County of Klamath) ss. March 20, 1990.

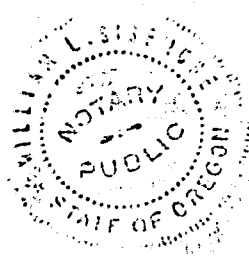
Personally appeared the above-named DAVID D. REEDER and SUE ANN REEDER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Kathryn [Signature]
Notary Public for Oregon
My Commission expires June 4, 1993

STATE OF OREGON)
County of Klamath) ss. March 19, 1990.

Personally appeared the above-named HENRY J. CALDWELL, JR. and DEBRA L. CALDWELL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



William D. [Signature]
Notary Public for Oregon
My Commission expires: Oct 8, 1990

STATE OF OREGON, ss.
County of Klamath

Return: Chuck Fisher & Associates
403 Main St
Klamath Falls, Or. 97601

Filed for record at request of:

Chuck Fisher & Assoc.
on this 3rd day of Nov. A.D. 19 92
at 10:48 o'clock A. M. and duly recorded
in Vol. M92 of Deeds Page 25933.
Evelyn Biehn, County Clerk
By [Signature] Deputy.

Fee, \$40.00