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Vol. 1993 Page 24064

EASEMENT AGREEMENT

THIS EASEMENT is entered into on the dates set opposite the signatures of each party hereto. It is made by and between WILLARD D. BURDEN and WILLIAM BURDEN, as Grantors, and hereinafter collectively referred to as "Grantor", and TERESE MOLLIE MAE SEALS, as Grantee, and hereinafter referred to as "Grantee".

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. RECITALS. The parties hereby declare that the following facts are true. Grantor is the owner of the following described real property:

Lot 3, Block 3, BRYANT TRACTS #2, in the County of Klamath, State of Oregon.

and Grantee is the owner of the following described real property:

Lot 4 in Block 3 of BRYANT TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The parcels owned by Grantor and Grantee are adjacent. Improvements on Grantee's property include a garage, a stone chimney, and a fence. A portion of the roof of the garage, a portion of the stone chimney, and a portion of the fence encroach onto Grantor's property. The property line between Grantor's and Grantee's property has been surveyed, and a map of the survey is attached hereto, marked Exhibit "A", made a part hereof, and is hereby referred to as the "survey".

2. CONSIDERATION. Grantee has paid the sum of \$250.00 to grantor as consideration for the easement granted hereunder.

AFTER RECORDING RETURN TO:
Terese Mollie Mae Seals
Jo Wanda Hooper
1303 S. Park Dr.
Grants Pass, OR 97536

3. EASEMENT. Grantor hereby conveys to Grantee, her heirs, successors and assigns, a perpetual non-exclusive easement to use that portion of Grantor's property, as depicted by the survey, on which the stone chimney sits, over which the roof of the garage extends, and on which the fence sits, as of the date of this easement.

4. USE. Grantee shall use the easement property only for purposes of maintaining and repairing the garage, chimney and fence. Grantee's use shall be in such a manner so as not to unreasonably interfere with any lawful use of Grantor's property by Grantor or others.

5. RIGHTS OF GRANTOR. Grantor reserves the right to use the easement property for any purpose, provided that such purpose does not interfere with the rights granted to Grantee hereunder. Grantor may grant use rights to third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the other.

6. NOTICE. Prior to the performance of maintenance or repair on the garage, the chimney, or the fence, Grantee must provide Grantor 24 hours notice in writing, which notice shall specify the time Grantee proposes to perform maintenance and repair, and a brief description of such maintenance and repair. In performing any maintenance and repair, Grantee shall take all reasonable precautions to avoid damage to any shrubs, trees, or lawn located on Grantor's property.

7. INDEMNIFICATION. Grantee shall indemnify and defend the Grantor from any loss, claim or liability of Grantor arising in any manner out of Grantee's use of this easement. Grantee assumes

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all risk arising out of its use of the easement property, and accepts the easement property as is.

8. APPURTENANT. This easement is appurtenant to the real property owned by Grantee.

9. CANCELLATION. This easement is perpetual, but in the event of removal or of destruction of more than 50% of the stone chimney, the garage, or the fence, this easement shall automatically expire as to the improvement so removed or destroyed. In such case, Grantee shall not be allowed to rebuild or reconstruct the chimney, the garage, or the fence in its former location encroaching on Grantor's property. In such event, Grantee shall execute a recordable document evidencing such partial or complete expiration of this agreement.

10. PRIOR EASEMENTS OR ENCUMBRANCES. This easement is granted subject to all prior easements or encumbrances.

11. TAXES. Grantee agrees to pay all real property taxes levied on the garage, stone chimney, and fence, whether the real property taxes are levied against Grantee's real property or Grantor's real property.

12. FURTHER CONSIDERATION. As further consideration, Grantee agrees to construct, at Grantee's expense, a fence running from the northeast corner of the garage, in a northerly direction, to the northeasterly corner of Grantee's property, said fence to be located on the property line between Grantor's property and Grantee's property, and said fence to be constructed in a similar manner to the existing fence located to the south of the garage, between Grantor's and Grantee's property, in a good, workmanlike manner.

13. ATTORNEY. This document has been prepared by Jerry Molatore, Attorney at Law, on behalf of Grantor. Grantee acknowledges that Jerry Molatore does not represent her and that she has the right to have this document reviewed by an attorney of her choice.

IN WITNESS WHEREOF, we set our hands on the date set opposite our signatures.

DATED: Sept 13 1993, 1993

Willard D. Burden
WILLARD D. BURDEN, Grantor

DATED: Sept 14/93, 1993

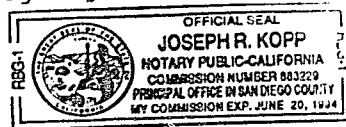
William D
WILLIAM BURDEN, Grantor

DATED: Sept 14, 1993, 1993

Terese Mollie Mae Seals
TERESE MOLLIE MAE SEALS, Grantee

STATE OF California)
COUNTY OF SAN DIEGO) ss.

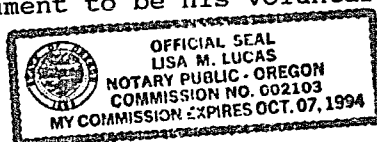
Before me personally appeared this 13 day of SEPT., 1993, the above named WILLARD D. BURDEN and acknowledged the foregoing instrument to be his voluntary act and deed.



Joseph R. Kopp
Notary Public for California
My Commission Expires: JUNE 20, 1994

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

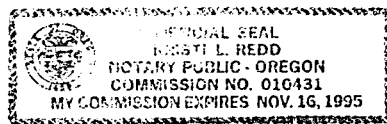
Before me personally appeared this 14TH day of SEPTEMBER, 1993, the above named WILLIAM BURDEN and acknowledged the foregoing instrument to be his voluntary act and deed.



Lisa M. Lucas
Notary Public for Oregon
My Commission Expires: 10/7/94

STATE OF OREGON)
COUNTY OF Klamath ss.

Before me personally appeared this 14th day of September
1993, the above named TERESE MOLLIE MAE SEALS and acknowledged the
foregoing instrument to be her voluntary act and deed.



Kristi L. Redd
Notary Public for Oregon
My Commission Expires: 11/16/95

MAP OF SURVEY

BEING LOT 4 BLOCK 3 OF 'BRYANT TRACTS No. 2',
SITUATED IN THE SE 1/4 SE 1/4 OF SECTION 34,
T38S, R9EWM, KLAMATH COUNTY, OREGON

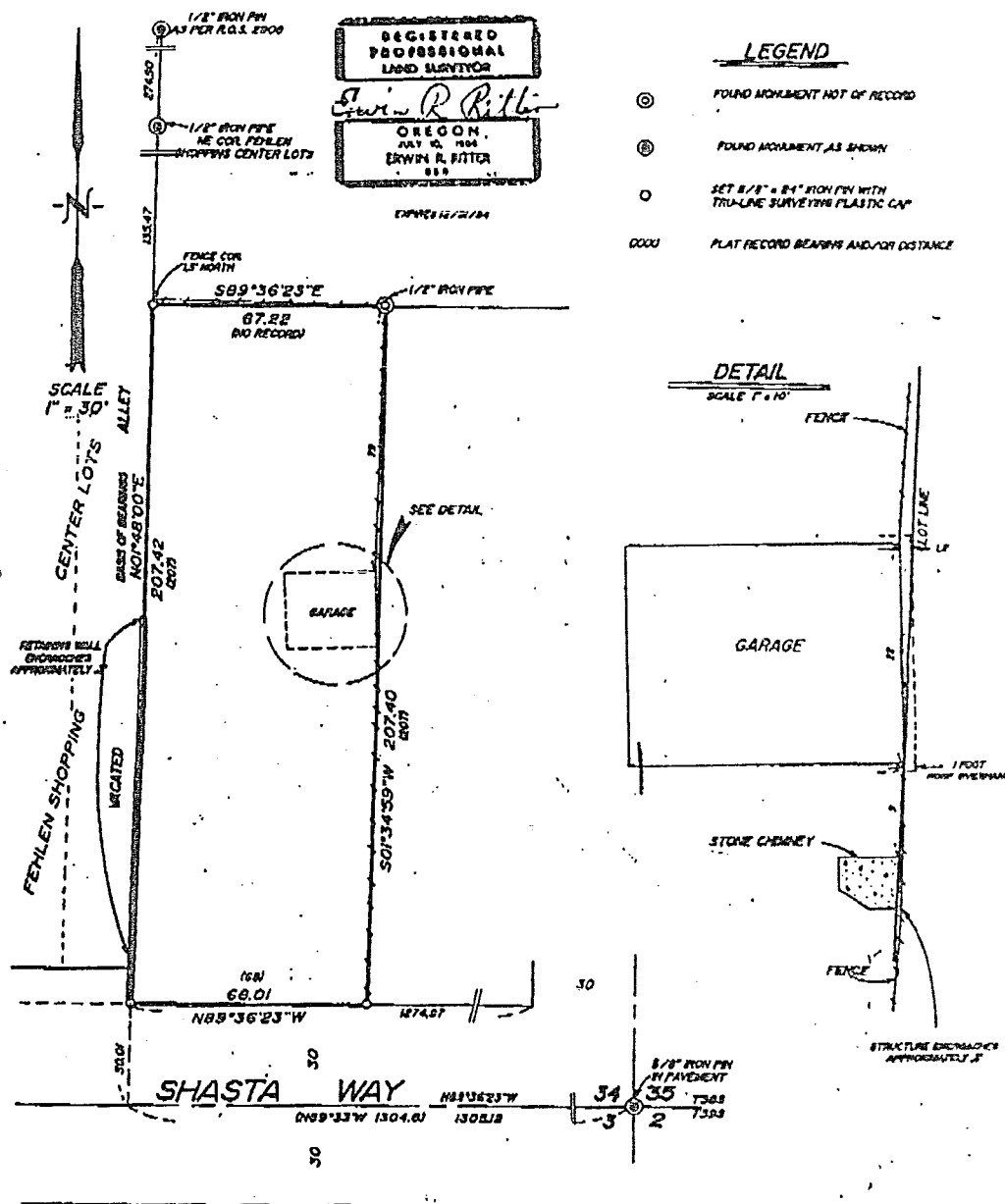


EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co. the 17th day
of Sept A.D., 19 93 at 11:31 o'clock A M., and duly recorded in Vol. M93
of Deeds on Page 24064

Evelyn Biehn County Clerk

FEE \$55.00

By [Signature]