

NS

99 Apr -5 P2:48

K-53780

Exhibit "AA"

Vol M99 Page 17242



## EASEMENT

~~Lee Roy & Leona Gertrude Heir Blue TR~~  
 Leroy A. & Joyce M. Jacobus  
 Randy Shaw  
 Charles J. Miller & Joan R. Miller  
 Sterling H. Wilson, Jr.

And

 SPACE RESERVED  
 FOR  
 RECORDER'S USE

After recording, return to (Name, Address, Zip):

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
 was received for record on the \_\_\_\_\_ day  
 of \_\_\_\_\_, 19\_\_\_\_, at  
 \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
 book/reel/volume No. \_\_\_\_\_ on page  
 \_\_\_\_\_ and/or as fee/file/instru-  
 ment/microfilm/reception No. \_\_\_\_\_,  
 Records of said County.

 Witness my hand and seal of County  
 affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into this 24th day of April, 1999, by and  
 between ~~Randy L. Shaw~~, Charles J. Miller and Joan R. Miller, Sterling H. Wilson, Jr. \*\*,  
 hereinafter called the first party, and TO EACH OTHER AND ADJACENT PROPERTY OWNERS

\_\_\_\_\_, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in KLAMATH  
 County, State of Oregon, to-wit:

See Exhibit A

~~\*\*Lee Roy Blue and Leona Gertrude Heir Blue, Trustees of the Blue Family Trust~~  
~~dated October 5, 1989 and Leroy A. Jacobus and Joyce M. Jacobus~~

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ N/A by the second party to the  
 first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

Easement described in Exhibit "B"

N.B.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, ~~enjoyment~~ operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

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

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than 15 feet distant from either side thereof.

~~During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party, ☐ the second party, ☐ both parties, share and share alike, ☐ both parties, with the first party responsible for \_\_\_\_\_% and the second party responsible for \_\_\_\_\_% (if the last alternative is selected, the percentages allocated to each party should total 100.)~~

~~During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.~~

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Randy Shaw  
Carolyne Shaw

FIRST PARTY

Charles J. Miller  
Joan R. Miller

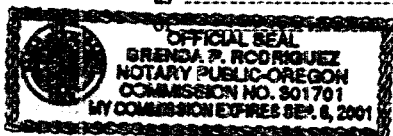
SECOND PARTY

STATE OF OREGON, County of Hamath

This instrument was acknowledged before me on April 30, 1999,  
by Randy Shaw

This instrument was acknowledged before me on April 29, 1999,  
by Charles J. Miller and Joan R. Miller

as



Notary Public for Oregon

My commission expires 9-6-01

Leroy A. Jacobus

Joyce M. Jacobus  
SECOND PARTY

STATE OF OREGON, County of Hamath

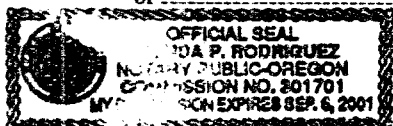
This instrument was acknowledged before me on April 29, 1999,  
by Leroy A. Jacobus and Joyce M. Jacobus

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by

as

of



Notary Public for Oregon

My commission expires 9-6-01

Signatures continued:

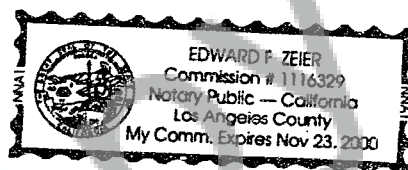
17244

Sterling H. Wilson Jr.  
Sterling H. Wilson, Jr.

State of CALIFORNIA )  
County of Los Angeles ) ss.

This instrument was acknowledged before me on April 24th, 1999, by  
Sterling H. Wilson, Jr.

Edward F. Zeier  
Notary Public for Cal.  
My Commission expires 23 Nov 2000



\_\_\_\_\_  
Lee Roy Blue, Trustee

\_\_\_\_\_  
Leona Gertrude Heir Blue, Trustee

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on April \_\_\_\_\_, 1999, by  
Lee Roy Blue and Leona Gertrude Heir Blue, Trustees of the Blue Family Trust,  
Dated October 5, 1989.

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

17245

STATE OF OREGON,

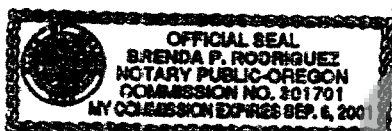
County of Hamilton

ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 30th day of April, 1999,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Carolyn J. Shaw

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

Brenda P. Rodriguez  
Notary Public for Oregon  
My commission expires 9-6-01

STATE OF OREGON,

County of Klamath

ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 28th day of April, 1999,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named JOAN R. MILLER

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

Carole A. Linde  
Notary Public for Oregon  
My commission expires 8/15/00

Exhibit A

17246

Randy L. Shaw and Carolyn J. Shaw

Parcel One:

The S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Charles J. Miller and Joan R. Miller

Parcel Two:

The N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Sterling H. Wilson, Jr.

Parcel Three:

The South  $\frac{1}{2}$  of that part of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  that lies West of U. S. Highway 97 in Section 28, Township 34 South, Range 7 East of the Willamette Meridian

Leroy A. Jacobus and Joyce M. Jacobus

Parcel Six:

The S  $\frac{1}{2}$  of the S  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Excepting therefrom that portion of said S  $\frac{1}{2}$  of S  $\frac{1}{4}$  of NE  $\frac{1}{4}$  lying Easterly of the U. S. Highway No. 97, Klamath County, Oregon.



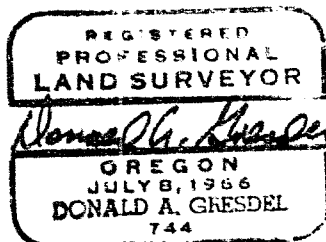
17247

EXHIBIT "B"  
CENTERLINE DESCRIPTION  
FOR  
30' wide Nonexclusive Road Easement

A strip of land 30 feet in width situated in the NE 1/4 of Section 28, T34S R7E, W.M., Klamath County, Oregon, being 15 feet on each side of the following described centerline:

Beginning at a point on the West Line of the SW 1/4 NE 1/4 NW 1/4 NE 1/4 of said Section 28 from which the Northwest Corner thereof bears N00°39'38"W, 15.15 feet; thence N81°11'37"E, 135.86 feet; thence S88°54'51"E, 89.72 feet; thence S69°00'26"E, 31.62 feet; thence on the arc of a 25.00 foot radius curve to the right, 37.88 feet; thence S17°48'54"W, 75.71 feet; thence S05°55'W, 81.82 feet; thence on the arc of a 250.00 foot radius curve to the left, 137.41 feet; thence S25°34'33"E, 310.32 feet; thence S36°02'51"E, 148.89 feet; thence on the arc of a 425.00 foot radius curve to the left, 236.66 feet; thence S67°57'07"E, 160.05 feet; thence on the arc of a 190.00 foot radius curve to the right, 195.45 feet; thence S09°00'51"E, 426.35 feet; thence S03°42'15"W, 307.27 feet; thence S01°13'E, 64.25 feet; thence on the arc of a 200.00 foot radius curve to the left, 97.16 feet; thence S29°08'E, 141.98 feet; thence on a 200.00 foot radius curve to the left, 108.09 feet; thence S60°06'E, 141.76 feet more or less to the Westerly right of way line of U.S. Highway 97.

State of Oregon, County of Klamath  
Recorded May 5, 1999, at 2:48 PM  
at the referenced page, Vol. M99.  
Linda Smith, County Clerk  
Fee \$ 55.00



EXPIRES: 6/30/99

*Linda Smith*