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EASEMENT

Between

Alyson Casey
8949 Highway 66
Klamath Falls OR 97601

And

Park Development Group, LLC
5985 NW 208th Avenue
Portland OR 97229

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

SPACE RESERVED
FOR
RECORDER'S USE

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/instrument/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 29th day of December, 1999, by and between Alyson Casey hereinafter called the first party, and Park Development Group, LLC hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in D.V. M88, Page 13834 & 13835, Klamath County County, State of Oregon, to-wit:

Legal Description of Alyson Casey Property.
Exhibit A

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

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 and other consideration 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:

See Exhibit B

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

(OVER)

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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 perpetual, 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:

N/A

and the second party's right of way shall be parallel with the center line and not more than _____ 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.

Alyson Casey

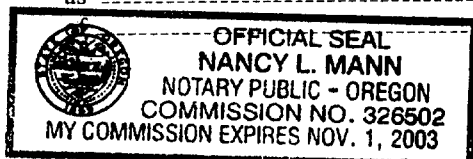
Alyson Casey

FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on January 11, 2000, 19____,
by Alyson Casey

This instrument was acknowledged before me on _____, 19____,
by _____
as _____



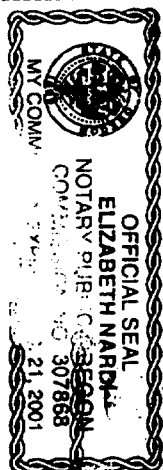
Nancy L. Mann
Notary Public for Oregon

My commission expires 11-1-03

Park Development Group, LLC by John C. Brown, Jr., Member

Park Development Group, LLC

SECOND PARTY



STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on 11/14, 2000,
by _____

This instrument was acknowledged before me on 11/14, 2000,
by for PARK DEVELOPMENT
as MANA WITH MEMBER
of PARK DEVELOPMENT

Elizabeth Nardi

Notary Public for Oregon

My commission expires 12/21/01

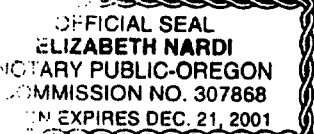


Exhibit A

The E½ of the NW¼ of the NW¼ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the NORTH HALF of the following described property:

Beginning at a 5/8" iron rod on the North South centerline of the NW¼ of said Section 7 from which the West 1/16 corner common to Sections 6 and 7 bears North 00°25'50" West , 465.26 feet; thence North 89°31'16" West 208.74 feet to a 5/8" iron rod; thence S 00°25'50" East 834.84 feet to a 5/8" iron rod; thence South 89°31'16" East 208.74 feet to a 5/8" iron rod; thence North 00°25'50" West 834.84 feet to the point of beginning.

Reserving an easement for ingress and egress over the Easterly 30 feet of the S½ E½ NW¼ NW¼ of Section 7, Township 39 South, Range 9 East W.M.

Exhibit B

A 30.00 foot wide easement for ingress, egress and utilities over and across a parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, T.39 S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, T.39 S., R.9E., W.M.; thence along the Easterly line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ N1° 35'36"W 130.00 feet; thence N89°52'15"W 30.02 feet; thence S1°35'36"E 130.00 feet, more or less, to the South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S89°52'15"E 30.02 feet to the point of beginning; bearings based on Record of Survey No. 6322.

The easement granted herein is to be appurtenant to and to run with the benefited parcel described in Exhibit C, attached hereto.

The grant of this easement does not include the right to erect any permanent structure on the approximately 30 foot by 130 foot easement other than underground utilities and a paved surface, or to otherwise obstruct access to the burdened parcel described in Exhibit A attached hereto, each of which is expressly prohibited.

The grant of this easement does not include the right to take any action that would be reasonably expected to increase surface water runoff onto the burdened property over that which naturally occurs. The paving of the approximately 30 foot by 130 foot portion referenced above shall not be considered a violation of this proscription.

1968-0101

12/29/99

In the event first party improves the property described in Exhibit A, the cost of maintaining the easement will be borne equally between the parties.

Exhibit C

That portion of the NE ¼ NW ¼ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Lake of the Woods Highway 140. SAVING AND EXCEPTING that portion conveyed to State of Oregon in Deed Volume M-68 on Page 3409, records of Klamath County, Oregon,

This property is free of liens and encumbrances, EXCEPT: Grant of Right of Way; Abutters Easement; Right of Way Contract, of record.

State of Oregon, County of Klamath

Recorded 1/20/00, at 8:54 a. m.

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Linda Smith,

County Clerk

Fee\$ 41⁰⁰