

2000 APR -6 AM 9:36

NN

Vol M00 Page 11292



EASEMENT

Between

~~I. F. Rodgers & Sons~~
~~20909 S. Poe Valley Road~~
~~Klamath Falls, OR 97603~~

And

~~Rodgers Family Limited Partnership~~
~~20909 S. Poe Valley Road~~
~~Klamath Falls, OR 97603~~

SPACE RE
FOI
RECORDE

State of Oregon, County of Klamath
Recorded 04/06/00, at 9:36 a m.
In Vol. M00 Page 11292
Linda Smith,
County Clerk Fee \$ 31.00

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

~~Lorraine G. Rodgers~~
~~20909 S. Poe Valley Rd.~~
~~Klamath Falls, OR 97603~~

THIS AGREEMENT made and entered into on April 5, 2000, by and between I. F. Rodgers & Sons hereinafter called the first party, and Rodgers Family Limited Partnership their heirs and assigns, 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:

The West 33 feet of Lot 2, all that portion of Lot 2, lying Southwesterly of the right of way of the United States Government Canal "F", Lots 3, 4, 5, 6, 11, 12, 13, and 14 of Section 4; Lots 9, 10, 15, and 16 of Section 5; all in Township 40 South, Range 11 East of the Willamette Meridian.

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 \$ 1.00 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:

A Right of Way Easement on existing Road for ingress, egress and utility purpose. Beginning at the intersection of Webber Road and the Northwest 60' of Lots 4, 5, and the corner of Lot 12, Section 5, to the entry to Lot 17; all in Township 40 South, Range 11 East of the Willamette Meridian.

See Exhibit "A" attached

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

(OVER)

7.00

1.00



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:
Thirty feet from the Lot 4, 5, west boundry fence and 30' from the edge of the existing road on the west corner of Lot 12, Section 4; the west 30' of existing road of Lots 9 and 16 Section 5; all in Township 40 South and Range 11 East of the Willamette Meridian.

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 50% and the second party responsible for 50%. (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.

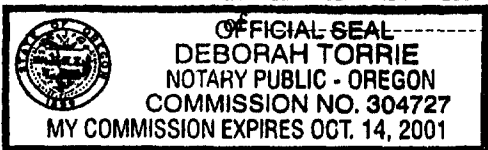
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

J.F. Rodgers + Sons / Lorraine G. Rogers
Lorraine G. Rogers
FIRST PARTY

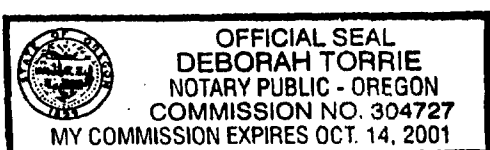
STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on April 6, 2000
by LORRAINE G. ROGERS
This instrument was acknowledged before me on _____
by _____
as _____



Deborah Torrie
Notary Public for Oregon
My commission expires Oct. 14, 2001

Rodgers Family Limited Partnership
Rogers Family Limited Partnership
SECOND PARTY

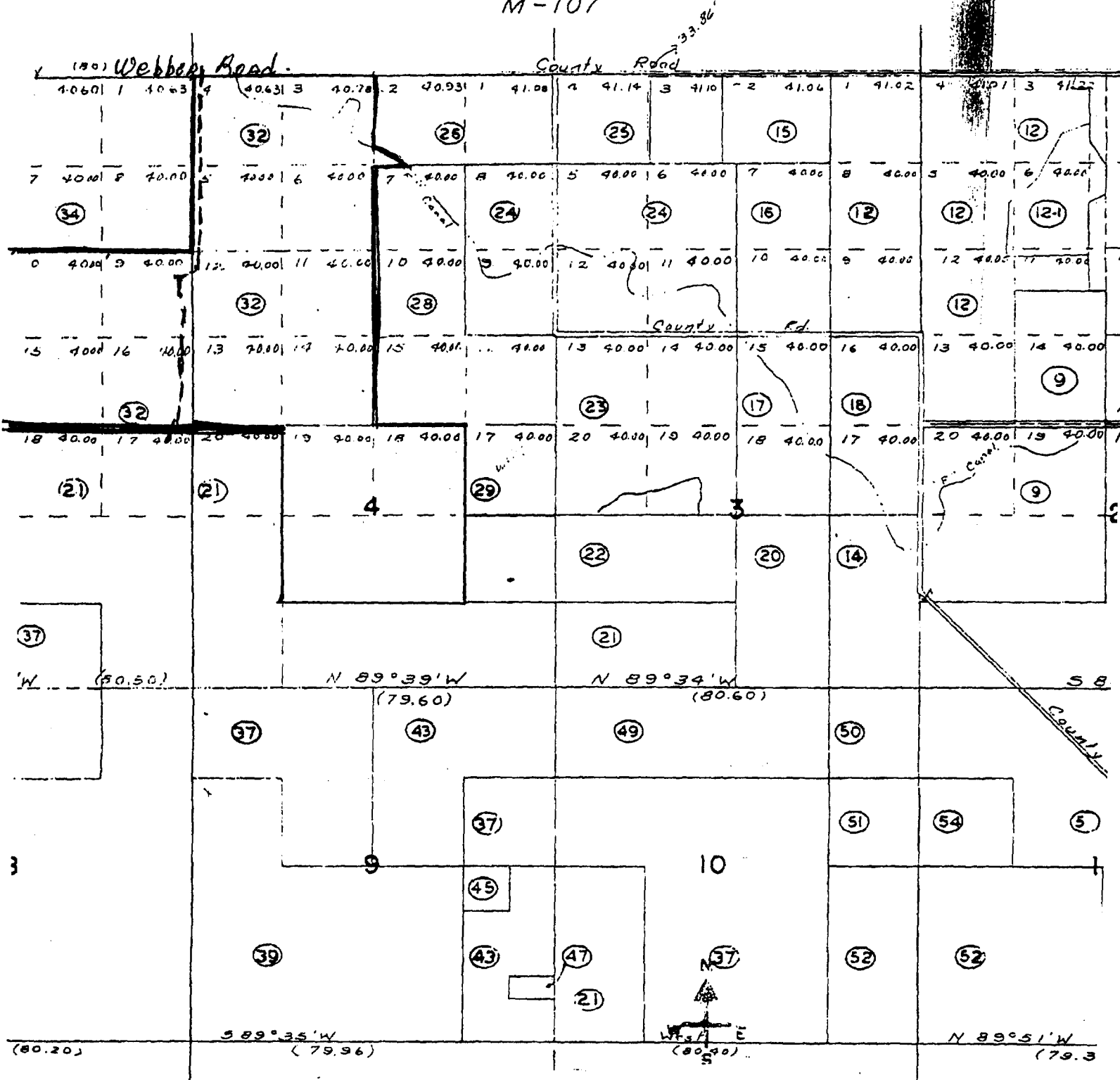
STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on April 6, 2000
by LORRAINE G. ROGERS
This instrument was acknowledged before me on _____
by _____
as _____
of _____



Deborah Torrie
Notary Public for Oregon
My commission expires Oct. 14, 2001

Exhibit "A"

M-107



SEE NEXT PAGE FOR SEC'S 13 THRU 36