

NS

2001 FEB -2 AM 11:12

Vol M01 Page 4271
STATE OF OREGON,**EASEMENT**

Between

Ida Martin

And

American Cash Equities

1470 NE 1st St., #150

Bend, OR 97701

SPACE RESERVED
FOR
RECORDER'S USE

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

American Cash Equities

1470 NE 1st St., #150

Bend, OR 97701

State of Oregon, County of Klamath

Recorded 02/02/01, at 11:12a.m.In Vol. M01 Page 4271

Linda Smith,

County Clerk Fee \$ 26.00

mtc

1396-2472

THIS AGREEMENT made and entered into this 15th day of July, ~~19~~ 2000, by and between Ida M. Martin hereinafter called the first party, and American Cash Equities Inc., or 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:

Lot 1 Block 4 Cres-del Acres 2nd addition
Lot 2 Block 4 Cres-del Acres 2nd addition

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 \$ 1,000.00 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:

Easement to be used for water line. Second party shall have the right to enter property for the purpose of construction and maintenance of water line.

Easement will be 20 feet in width directly under the existing power line currently crossing the property in a North-South direction.

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

26.00m

(OVER)

1 of 2



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:

Lots 1 and 2, Block 4, Cres-del Acres 2nd Addition shall have the right to connect to and draw water from subject waterline for domestic purposes without charge.

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 _____ 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.

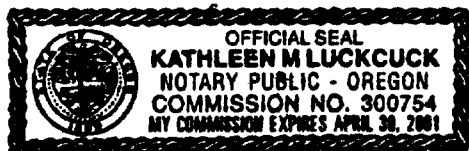
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Ida M. Martin
FIRST PARTY

STATE OF OREGON, County of Lane ss.

This instrument was acknowledged before me on August 28th, 192000,
by Ida M. Martin

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



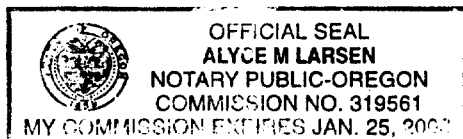
Kathleen M. Luckcuck
Notary Public for Oregon
My commission expires April 30, 2001

American Cash Equities Inc
By Joel G. Giesler Pres.
SECOND PARTY

STATE OF OREGON, County of Deschutes ss.

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

This instrument was acknowledged before me on January 10, 2001,
by Joel Giesler
as President
of American Cash Equities, Inc.



Alyce M. Larsen
Notary Public for Oregon
My commission expires 01-25-03