

01 DEC 21 PM 2:46

Vol. M01 Page 65525

STATE OF OREGON

EASEMENT

Between

And

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 12/21/01 2:46 P. m.
 Vol M01, Pg 65525-26
 Linda Smith, County Clerk
 Fee \$ 26.00 # of Pgs 2

By _____, Deputy.

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

OC, VI RN E BUSH
P.O. BOX 75
KEND, OR 97627

THIS AGREEMENT made and entered into this 21st. day of December, 19 2001, by and between Leone M. & Virn E. Bush hereinafter called the first party, and Leone M. & Virn E. Bush 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 18 in Block 4, of Lenox Addition to the City of Klamath Falls, according to the official Plat thereof on file in the office of County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 3603 Diamond St, Klamath Falls, Oregon 97601.

The Real Property tax identification number is 3909-007CA-10700-00.

* requirement of County Building Department.

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 \$ _____* 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:

That no building for either Commercial or Residential purposes, separate and distinct from the Restaurant on Lot 17, adjacent on the East, shall ever be built on said Lot 18.,

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



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:
Not applicable.

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.

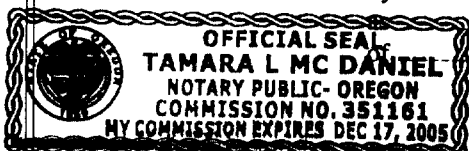
Leone M. Bush Leone M. Bush

Virn E. Bush Virn E. Bush
FIRST PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on December 21, 192001,
by Leone M. Bush and Virn E. Bush

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



Tamara L. McDaniel
Notary Public for Oregon
My commission expires 12/17/05

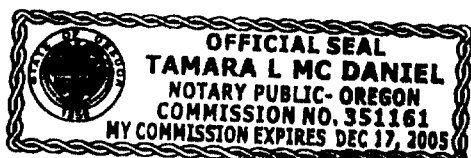
Leone M. Bush Leone M. Bush

Virn E. Bush Virn E. Bush
SECOND PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on December 21, 192001,
by Leone M. Bush and Virn E. Bush

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



Tamara L. McDaniel
Notary Public for Oregon
My commission expires 12/17/05

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