

NN

EASEMENT

Vol M02 Page 6255  
STATE OF OREGON, ) ss.

Between

Roy R. and Ella P. McCaul

And

U.S. NATIONAL BANK ASSOCIATION

SPACE RESERVED  
FOR  
RECORDER'S USE

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

State of Oregon, County of Klamath  
Recorded 01/31/2002 3:33 p m.  
Vol M02, Pg 6255-58  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4 Deputy.

THIS AGREEMENT made and entered into on January 2002, by and between Roy R. and Ella P. McCaul hereinafter called the first party, and U.S. National Bank Association, 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 Attached EXHIBIT A

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 \$ 0- 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:

Beginning point at the northeast corner of said parcel deeded to Roy and Ella McCaul in Vol. M78 Page 1156, of Klamath County records, extending twenty (20') feet on the ~~northeast~~ <sup>southeasterly</sup> property line following 133.79 feet on the ~~southwest~~ <sup>west</sup> corner of same.

(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 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~~ <sup>property</sup> easement is described as follows:

See Attached Exhibit B

and the second party's right of way shall be parallel with the ~~center~~ <sup>property</sup> line and not more than twenty 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.

Roy R. McCaul  
Roy R. McCaul

Ella P. McCaul  
Ella P. McCaul

STATE OF OREGON, County of Cone ss.

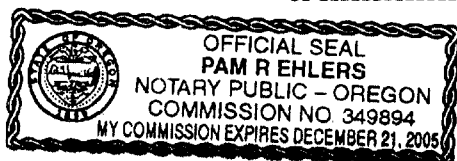
This instrument was acknowledged before me on 1/18/02  
by Roy R. McCaul and Ella P. McCaul

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Pam R. Ehlers  
Notary Public for Oregon

My commission expires 12/21/05

SECOND PARTY

STATE OF OREGON, County of \_\_\_\_\_ ss.

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

by \_\_\_\_\_

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

My commission expires \_\_\_\_\_

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Exhibit A

That portion of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Thirty (30), Township Twenty-four (24) South, Range Nine (9) East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the Southeasterly side line of Main Street, 50.00 feet wide with the Southwesterly side line of Ward Street, 60.00 feet wide according to the recorded plat of the Town of Crescent; thence along the Southeasterly side line of said Main Street, South 39o 40' east, 328.95 feet to the most Northerly corner of that certain parcel of land conveyed to the United States of America by Glen and Shirley Bilderback, husband and wife, per warranty deed recorded in Volume 305, Page 279, of Deed records of said Klamath County; thence along the Northeasterly line of said parcel, South 50o 20' East 99.60 feet; thence along the Southeasterly line of said parcel South 42o 23' 37" West 147.27 feet to the Southerly corner thereof; said corner also being the Northeasterly corner of that certain parcel conveyed to the United States of America by Ester K. Gaddat, a widow, by individual warranty deed recorded in Volume 317, Page 397 of Deed records; thence along the Northeasterly line of said parcel, South 50o 20' East, 207.40 feet to the most easterly corner thereof; thence along the Southeasterly line of said parcel South 39o 40' West, 133.78 feet to the true point of beginning for this description; thence South 50o 20' East, 150.00 feet; thence North 39o 40' East, 133.78 feet; thence North 50o 20' West, 150.00 feet; thence South 39o 40' West, 133.78 feet to the true point of beginning.

6258

Exhibit B

Beginning point at the Northeast Corner of said parcel deeded to Roy and Ella McCaul in Volume M78m Page 1156, of Klamath County Records, extending <sup>southeasterly</sup> fifteen(15') on the ~~northwest~~ <sup>east</sup> property line following 133.79 feet to the Southwest ~~west~~ corner of same.