

NN ** THIS DOCUMENT IS SIGNED IN COUNTER PARTS
EASEMENT

Vol M02 Page 6259

STATE OF OREGON,



Between

Calvin and Brenda Bonner and
Roy and Ella 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 6259-65

Linda Smith, County Clerk

Fee \$ 51.00 # of Pgs 7 Deputy.

THIS AGREEMENT made and entered into on January 2002, by and
between Calvin and Brenda Bonner and Roy and Ella 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 \$ 0.00 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:

Beginning point at the northwest corner of said parcel deeded
to Calvin and Brenda Bonner and Roy and Ella McCaul in Vol. M84,
Pages 956-957, Parcel B, and also in Vol. 96, Page 3935 of
Klamath County Records, extending ten (10') feet on the ~~south-~~^{north-}
~~east~~^{west} property line and following 345.20 feet to the southwest
corner of same.

SLA

(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~~ ^{property} easement is described as follows:

See Attached Exhibit B

and the second party's right of way shall be parallel with the ~~center~~ ^{property} line and not more than ten 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.

Calvin C. Bonner

Brenda M. Bonner FIRST PARTY

Roy R. McCaul

Ella P. McCaul

STATE OF OREGON, County of Lane 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 _____

NN

EASEMENT

6261

STATE OF OREGON,
County of _____ } ss.

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME _____ TITLE _____

By _____, Deputy.

SPACE RESERVED
FOR
RECORDER'S USE

Between

Calvin and Brenda Bonner and
Roy and Ella McCaul

And

U.S. National Bank Association

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

THIS AGREEMENT made and entered into on January 2002, by and between Calvin and Brenda Bonner and Roy and Ella 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 northwest corner of said parcel deeded to Calvin and Brenda Bonner and Roy and Ella McCaul in Vol. M84, Pages 956-957, Parcel B, and also in Vol. 96, Page 3935 of Klamath County Records, extending ten (10') feet on the ~~east~~ ^{north-} ~~west~~ ^{west} property line and following 345.20 feet to the southwest corner of same.

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

41A



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~~ ^{property} easement is described as follows:

See Attached Exhibit B

and the second party's right of way shall be parallel with the ~~center~~ ^{property} line and not more than ten 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.

Calvin C. Bonner
Calvin C. Bonner
Brenda M. Bonner
Brenda M. Bonner FIRST PARTY

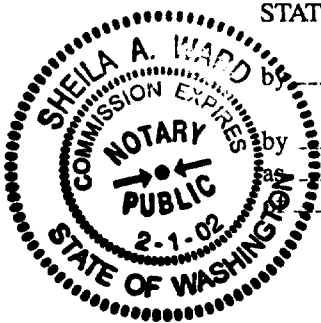
Roy R. McCaul

Ella P. McCaul

STATE OF OREGON, County of Washington Snohomish ss.

This instrument was acknowledged before me on 1-23-2002

This instrument was acknowledged before me on _____



Sheila A. Ward
Notary Public for Oregon Washington
My commission expires 2-01-2002

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 _____

JAN.11.2002 10:55 15415361174
12/10/01 15:16

DENNIS HANIFORDS CASCADE REALTY
ASPEN TITLE & ESCROW → 15415367725

#0268 P.007

NO.759 D06

3936

956

DESCRIPTION

EXHIBIT A

PARCEL A

A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point, being the South quarter corner of said Section 30, a 24" brasscapped steel pipe; thence along the South line of Section 30, North 89° 04' 28" West 930.70 feet to a point, a 15 steel rod; thence along a line parallel with US Highway 97, North 25° 15' East 101.5 feet to a point, a 15 steel rod; thence along a line parallel with the South line of Section 30, North 89° 04' 28" West 128.7 feet to a point, a 15 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 168.8 feet to a point, a 18 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 37.0 feet to a point, a 14" axle; thence along a line parallel with Main Street projected, North 39° 03' 24" East 299.63 feet to a point, a 14" pipe; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 302.2 feet to a point, a 15 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 545.01 feet to a point, a 15 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 219.85 feet to a point along the Center quarter line of Section 30, a 15 plastic-capped steel rod; thence along the Center quarter section line, South 00° 03' 19" East 593.11 feet to the point of beginning.

PARCEL B

A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

Beginning at a point, a 15 plastic-capped steel rod, from which the South quarter corner of said Section 30 bears South 73° 10' 35" East 751.42 feet; thence along a line parallel with Main Street projected, South 39° 03' 24" West 345.01 feet to a point, a 15 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 202.2 feet to a point, a 15 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 345.2 feet to a point, a 15 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 202.2 feet to the point of beginning.

continued ...

6264

JAN.11.2002 10:55 15415361174
12/10/01 15:16DENNIS HANIFORDS CASCADE REALTY
ASPEN TITLE & ESCROW → 15415367725

#0268 P.008

Description continued

3937

957

PARCEL C

A parcel of land situate in the SE4SW4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point, a #4 steel rod, from which the South quarter corner of said Section 30 bears South 19° 17' 05" East 876.81 feet; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 49.87 feet to a point, a #5 plastic-capped steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 77.64 feet to a point, a #5 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 357.4 feet to a point, a 3/4" pipe; thence North 41° 47' 01" East 146.67 feet to a point, a 3/4" pipe; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 99.92 feet to a point, a #5 plastic-capped steel rod; thence along the Southeast line of Main Street projected, North 19° 03' 24" East 51.06 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 120.0 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 50.0 feet to a point, a #4 steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 100.0 feet to a point, a 5/8" bolt; thence along a line parallel with Main Street projected, North 19° 03' 24" East 5.0 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 279.75 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 75.26 feet to the point of beginning.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 17th day of Jan A.D. 19 84

at 3:42 o'clock P M, and duly

recorded in Vol. 484 of Deeds

Page 954

EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 16.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Roy McCaul the 12th day

of Feb A.D. 1984 at 10:32 o'clock A.M. and duly recorded in Vol. 496

of Deeds on Page 3935

Barnetha G. Letsch, County Clerk

Fee \$40.00

EXHIBIT B

Beginning point at the northwest corner of said parcel deeded to Roy and Ella McCaul and Calvin and Brenda Bonner in Vol. M84, Pages 956-957, Parcel B, and also in Vol. 96, Page 3935 of Klamath County Records, extending ten (10') feet on the ~~southeast~~^{northwesterly} property line and following 345.20 feet to the southwest corner of same.