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EASEMENT

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STATE OF OREGON,

1

Between

DAN R. SMITH, JR. Grantee
EAST CASCADE PROP, INC.

And

Danny Hodge

SPACE RESERVED
FOR
RECORDER'S USE

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a
b
a
n

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

Aspen Title & Escrow
525 Main St.
Klamath Falls, 97601

State of Oregon, County of Klamath

Recorded 06/06/2002 1:08 PM

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Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

Duty.

THIS AGREEMENT made and entered into on _____, by and between EAST CASCADE PROPERTIES, INC., an Oregon corporation, hereinafter called the first party, and DANNY R. HODGE; and WALTER R. JONES AND GENEVIEVE JONES, husband & wife, 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 \$ 1,500.00 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:

An easement for ingress and egress over the North 370 feet of the West 40 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

for the benefit of the Danny R. Hodge property described as follows:
The South half of the Southeast quarter of the Southwest quarter of Section 31, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

and for the benefit of the Walter R. Jones and Genevieve Jones property described as follows:

The Southeast quarter of Northwest quarter; the Northeast quarter of the Southwest quarter; and the North half of the Southeast quarter of the Southwest quarter of Section 31, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

(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 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.

Duane Smith, PC, formerly East Cascade Prop., Inc.

Duane Smith - President
FIRST PARTY

STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on May 13, 2002
by Duane Smith

This instrument was acknowledged before me on _____

by Duane Smith, PC

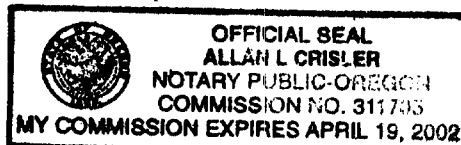
as President

of East Cascade Properties

Allan L. Crisler

Notary Public for Oregon

My commission expires 4/19/02



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 _____

Exhibit "A"
East Cascade Properties, Inc. Property

All that portion of the following described property which lies North of a line running East and West parallel to the North and South lines of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 33 South, Range 9 East of the Willamette Meridian, said line being midway between said North and South lines.

Beginning at the Northwest corner of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32; thence East along the North lot line to the most Westerly line of Block 9 of LAKESIDE ADDITION TO THE CITY OF KLAMATH FALLS; thence Southeasterly along said Westerly line to the Southwest corner of Lot 4 in said Block 9; thence Northeasterly along the South line of said Lot 4 and of South Georgia Street 150 feet, more or less, to the Southwest corner of Lot 4 in Block 8 of Lakeside Addition; thence Southeasterly along the Easterly line of South Georgia Street extended 250 feet; thence Northeasterly at right angles to said Georgia Street 100 feet, more or less, to the Westerly line of South Rogers Street; thence Southeasterly along Rogers Street 50 feet; thence Southwesterly at right angles to said Street 100 feet; thence Southeasterly parallel to and 100 feet from said Rogers Street 420 feet; thence Northeasterly at right angles 100 feet to the Westerly line of South Rogers Street extended; thence Northwesterly along said line 60 feet; thence Northeasterly 50 feet, more or less, to the Southwest corner of Lot 22 in Block 7 of Lakeside Addition; thence Southeasterly along the Easterly line of said South Rogers Street extended to the South line of Section 32; thence Westerly along said section line to the Southwest corner of Section 32; thence North along the section line between Sections 31 and 32 to the point of beginning. SAVING AND EXCEPTING all that portion of Lot 13 of Block 9 of vacated Lakeside Addition to the City of Klamath Falls, Oregon