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K59400  
EASEMENT

THIS AGREEMENT made by and entered into this 25<sup>th</sup> day of October, 2002, by and between George W. Russell and Linda A. Russell, husband and wife, hereinafter called the first party, and Thelma Sue Owens, as Trustee of the Thelma Sue Owens Trust dated June 3, 1997, 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:

All of Blocks 2 and 3 of HESSIG ADDITION TO FORT KLAMATH, according to the Official Plat thereof, on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH vacated Pine Street lying between said Blocks, also the North Half of vacated Fifth Street lying between the East line of Hessig Street and the centerline of vacated Short Street, also the West Half of vacated Short Street abutting said Block 2. EXCEPTING THEREFROM that portion of Blocks 2 and 3 of vacated Pine Street and the West Half of vacated Short Street lying within the boundaries of the Crater Lake Highway. ALSO EXCEPTING THEREFROM a Parcel of land in the Hessig Addition to Fort Klamath located in the Northwest Quarter of Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian in Klamath County, Oregon, being more particularly described as follows: Beginning at a point on the Easterly right of way line of Hessig Street 165.34 feet South 00° 01' 23" West from the original Northwest corner of Block 3, Hessig Addition to Fort Klamath; running thence East 143.50 feet; thence South 00° 01' 23" West 50.00 feet; thence East 78.50 feet; thence South 00° 01' 23" West 30.00 feet to the centerline of vacated 5th Street; thence along said centerline West 222.00 feet to the Easterly right of way of Hessig Street; thence along said right of way line, North 00° 01' 23" East 80.00 feet to the point of beginning.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREOF, in view of the premises and in mutual consideration 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, her heirs and assigns an easement, to-wit:

An exclusive easement for ingress, egress and public utility purposes, 20 feet wide over an existing driveway, the Westerly line of which is described as follows: Beginning at a 1/2 inch pin located at the Northeast corner of the tract described in deed recorded in Volume M94, Page 16518, Klamath County Oregon, Official Records and as the same is shown on Survey No. 5529 filed in the Surveyors Office for said County and State; thence West, along the North line of said tract, 20 feet to a point being the true point of beginning; thence Southeasterly, in a straight line, to a point situated 30 feet East of the most Westerly Northwest corner of the tract described in deed recorded in Volume M97, Page 35757, Klamath County Oregon, Official Records, and the point of terminus of said line. (The approximate location of said Westerly line is depicted on Exhibit "A" Attached hereto and made a part hereof.)

First party further grants, assigns and sets over to the second party, their heirs and assigns the right to erect and exclusively maintain a fence along said Westerly line of the easement granted herein.

Said easement shall benefit and be appurtenant to the tract described as follows:

Lots 2, 3 and 4 Block 1 Hessig Addition to Fort Klamath, according to the Official Plat thereof, on file in the Office of the County Clerk of Klamath County, Oregon, TOGETHER WITH the East Half of vacated Short Street lying adjacent to said Lots 2, 3 and 4 and the North Half of vacated 5th Street lying adjacent to Lot 4. Lots 10, 11 and 12, Block 10 Hessig Addition to Fort Klamath, TOGETHER WITH the South Half of vacated 5th Street lying adjacent to said Lots 10 and 11.

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.

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:

NONE

During the existence of this easement, maintenance of the easement and costs of the 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 the second party.

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.

State of Oregon, County of Klamath  
Recorded 11/08/2002 10:49 a.m.  
Vol M02, Pg 64659-61  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

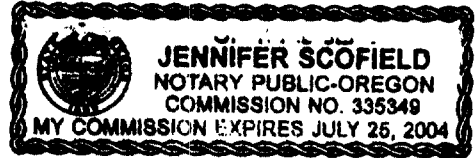
K31.

In construing this agreement, where the context so requires, the singular includes 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.

George W. Russell  
George W. Russell  
Linda A. Russell  
Linda A. Russell  
first party

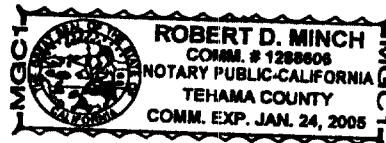


STATE OF OREGON, County of Sackson ss.  
This instrument was acknowledged before me on Oct. 25, 2002,  
by George W. Russell & Linda A. Russell  
This instrument was acknowledged before me on \_\_\_\_\_, 2002  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_

Thelma Sue Owens  
Thelma Sue Owens, Trustee  
second party

CALIF.  
STATE OF ~~OREGON~~, County of TEHAMA ss.  
This instrument was acknowledged before me on 1 NOVEMBER, 2002,  
by THELMA SUE OWENS  
This instrument was acknowledged before me on \_\_\_\_\_, 2002  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_

Robert D. Minch



***EXHIBIT "A"***

**64661**

