

## EASEMENT

Between

Alyson Casey  
8949 Highway 66  
Klamath Falls OR 97601

And

Park Development Group, LLC  
5985 NW 208th Avenue  
Portland OR 97229

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

SPACE RESERVED  
FOR  
RECORDER'S USE

Vol M00 Page 2012

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Records of said County.

Witness my hand and seal of County  
affixed.

NAME TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into this 29th day of December, 1999, by and  
between Alyson Casey  
hereinafter called the first party, and Park Development Group, LLC  
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in D.V. M88, Page 13834 &  
County, State of Oregon, to-wit: 13835, Klamath County

Legal Description of Alyson Casey Property.  
Exhibit A

State of Oregon, County of Klamath  
Recorded 01/21/05 12:03 p m  
Vol M05 Pg 04662-66  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5  
20<sup>00</sup> NS

'05 JAN 21 PM 12:03

and has the ~~entire~~ right to grant the easement hereinafter described relative to the real estate.  
NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 and other 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:

See Exhibit B

★ Being re-recorded to correct Exhibit B

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

41.00  
+ 2000.00 NS

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:

N/A

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.

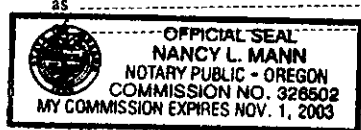
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Alyson Casey  
Alyson Casey  
FIRST PARTY

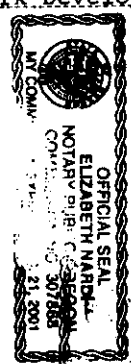
STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on January 11, 2000 by Alyson Casey  
This instrument was acknowledged before me on \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_



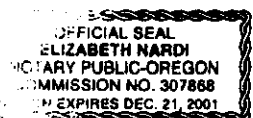
Nancy L. Mann  
Notary Public for Oregon  
My commission expires 11-1-03

Park Development Group, LLC by John C. Brown, Jr. Member

Park Development Group, LLC  
SECOND PARTY



STATE OF OREGON, County of Deschutes ss. 1/14 2000  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
This instrument was acknowledged before me on 1/14 2000  
by John C. Brown, Jr.  
as Member  
of Park Development Group, LLC



Elizabeth Nardi  
Notary Public for Oregon  
My commission expires 12/21/01

## Exhibit A

The E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the NORTH HALF of the following described property:

Beginning at a 5/8" iron rod on the North South centerline of the NW $\frac{1}{4}$  of said Section 7 from which the West 1/16 corner common to Sections 6 and 7 bears North 00°25'50" West, 465.26 feet; thence North 89°31'16" West 208.74 feet to a 5/8" iron rod; thence S 00°25'50" East 834.84 feet to a 5/8" iron rod; thence South 89°31'16" East 208.74 feet to a 5/8" iron rod; thence North 00°25'50" West 834.84 feet to the point of beginning.

Reserving an easement for ingress and egress over the Easterly 30 feet of the S $\frac{1}{2}$  E $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 7, Township 39 South, Range 9 East W.M.

2015

## Exhibit B

\* NW

A 30.00 foot wide easement for ingress, egress and utilities over and across a parcel of land located in the ~~NE~~ <sup>NW</sup> ¼ NW ¼ of Section 7, T.39 S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows: \* NW NW \*

Beginning at a 5/8" iron pin marking the Southeast corner of the ~~NE~~ <sup>NW</sup> ¼ NW ¼ of Section 7, T.39 S., R.9E., W.M.; thence along the Easterly line of said ~~NE~~ <sup>NW</sup> ¼ NW ¼ N1° 35' 36" W 130.00 feet; thence N89° 52' 15" W 30.02 feet; thence S1° 35' 36" E 130.00 feet, more or less, to the South line of said ~~NE~~ <sup>NW</sup> ¼ NW ¼; thence S89° 52' 15" E 30.02 feet to the point of beginning; bearings based on Record of Survey No. 6322.

\* NW \*

The easement granted herein is to be appurtenant to and to run with the benefited parcel described in Exhibit C, attached hereto.

The grant of this easement does not include the right to erect any permanent structure on the approximately 30 foot by 130 foot easement other than underground utilities and a paved surface, or to otherwise obstruct access to the burdened parcel described in Exhibit A attached hereto, each of which is expressly prohibited.

The grant of this easement does not include the right to take any action that would be reasonably expected to increase surface water runoff onto the burdened property over that which naturally occurs. The paving of the approximately 30 foot by 130 foot portion referenced above shall not be considered a violation of this proscription.

1968-0101

12/29/99

In the event first party improves the property described in Exhibit A, the cost of maintaining the easement will be borne equally between the parties.

## Exhibit C

That portion of the NE ¼ NW ¼ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Lake of the Woods Highway 140. SAVING AND EXCEPTING that portion conveyed to State of Oregon in Deed Volume M-68 on Page 3409, records of Klamath County, Oregon,

This property is free of liens and encumbrances, EXCEPT: Grant of Right of Way; Abutters Easement; Right of Way Contract, of record.

State of Oregon, County of Klamath  
Recorded 1/20/00, at 8:54 a. m.  
In Vol. M00 Page 2012  
Linda Smith,  
County Clerk Fee\$ 41.00

STATE OF OREGON)  
County of KLAMATH)

I CERTIFY that this is a true and correct  
copy of a document in the possession  
of the Klamath County Clerk.

Dated: January 21, 2004  
LINDA SMITH, Klamath County Clerk

By Julie G. Grogan Deputy

