

mtc- 70942

**M05-67583**

Klamath County, Oregon

10/27/2005 10:06:21 AM

Pages 4 Fee: \$36.00

**After recording return to:**

Gallica Three/KF-3.5 LLC

2314 NE 42<sup>nd</sup> Street Suite "C"

Vancouver, WA. 98663

**EXTINGUISHMENT OF EASEMENT  
AS RECORDED IN VOLUME M96 AT PAGE 07752  
MICROFILM RECORDS OF KLAMATH COUNTY, OREGON**

This Agreement to Extinguish an Easement created by instrument recorded March 21, 1996 in Volume M96 at Page 07752, Microfilm records of Klamath County, Oregon, is made this 18 day of October, 2005 by the current benefiting party, **GALLICA THREE/KF, 3.5 LLC, an Washington Limited Liability Company**. The party now desires to extinguish said easement as it is no longer necessary and is a burden to the respective parcels.

By the signature set out below the said benefiting party extinguishes the said easement originally created by Bill K. Steppe for the benefit of Elizabeth A. Aiken for sewer line and irrigation ditch. By extinguishment of this easement the respective parcel owners shall no longer be burdened by the easement and shall have the full enjoyment of the real property as if the easements never existed. The said easement document to be extinguished is attached hereto as Exhibit "A". This extinguishment of easement shall be binding to the respective parties and their heirs, successors and/or assigns.

IN WITNESS WHEREOF, the party below has set their hands this 18<sup>th</sup> day of October 2005,

GALLICA THREE/KF-3.5 LLC

THE S & H GROUP, INC., Managing Member of Gallica Three/KF-3.5 LLC

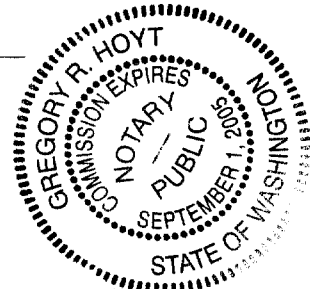
By: William D. Huyette

William D. Huyette, President of the S & H Group, Inc.

State of Washington  
County of Clark

Signed before me this 18<sup>th</sup> of October 2005, the undersigned Notary Public, personally appeared William D. Huyette, President of the S & H Group, Inc., and known to me to be a member or designated agent of the limited liability company.

Gregory R. Hoyt  
Notary Public for Washington



36.00

15027

EXHIBIT "A"

Vol. 156, Page 233

Form No. 935—GENERAL EASEMENT.

GOVERNMENT 1929 BY THE U.S. DEPT. OF AGRICULTURE, BUREAU OF LAND MANAGEMENT, PORTLAND, OREGON

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 17th day of December, 1991, by and between BILL K. STEPPER, hereinafter called the first party, and ELIZABETH A. AIKEN, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

The North one-half of the Northeast one-quarter of the Southwest one-quarter of the Southeast one-quarter of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 125 feet thereof.

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

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a 10 foot easement for the existing sewer line and an easement for irrigation ditch over the East 3 feet of the real property of the First Party appurtenant to the following described property:

The South 125 feet of the North one-half of the Northeast one-quarter of the Southwest one-quarter of the Southeast one-half of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

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

The second party shall have all rights of ingress and egress to and from said 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 hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

95 MAR 21 AM 53

# EXHIBIT "A" continued

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO

and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance 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 being responsible for .....% and the second party being responsible for .....%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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

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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated December 17, 1991

*Bill K. Steppe*  
Bill K. Steppe

*Elizabeth L. Aiken*  
Elizabeth L. Aiken

*B.K.S.*  
Mary P. Steppe FIRST PARTY

SECOND PARTY

STATE OF OREGON County of ..... ) ss.

This instrument was made on ..... 19.....

by ..... not ..... 19.....

This instrument was made on ..... 19.....

by ..... as ..... of ..... resigned

as ..... of ..... resigned

of ..... resigned

Notary Public for Oregon

My commission expires .....

## AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Bill Steppe  
9380 Tingley Ln  
Klamath Falls, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of .....

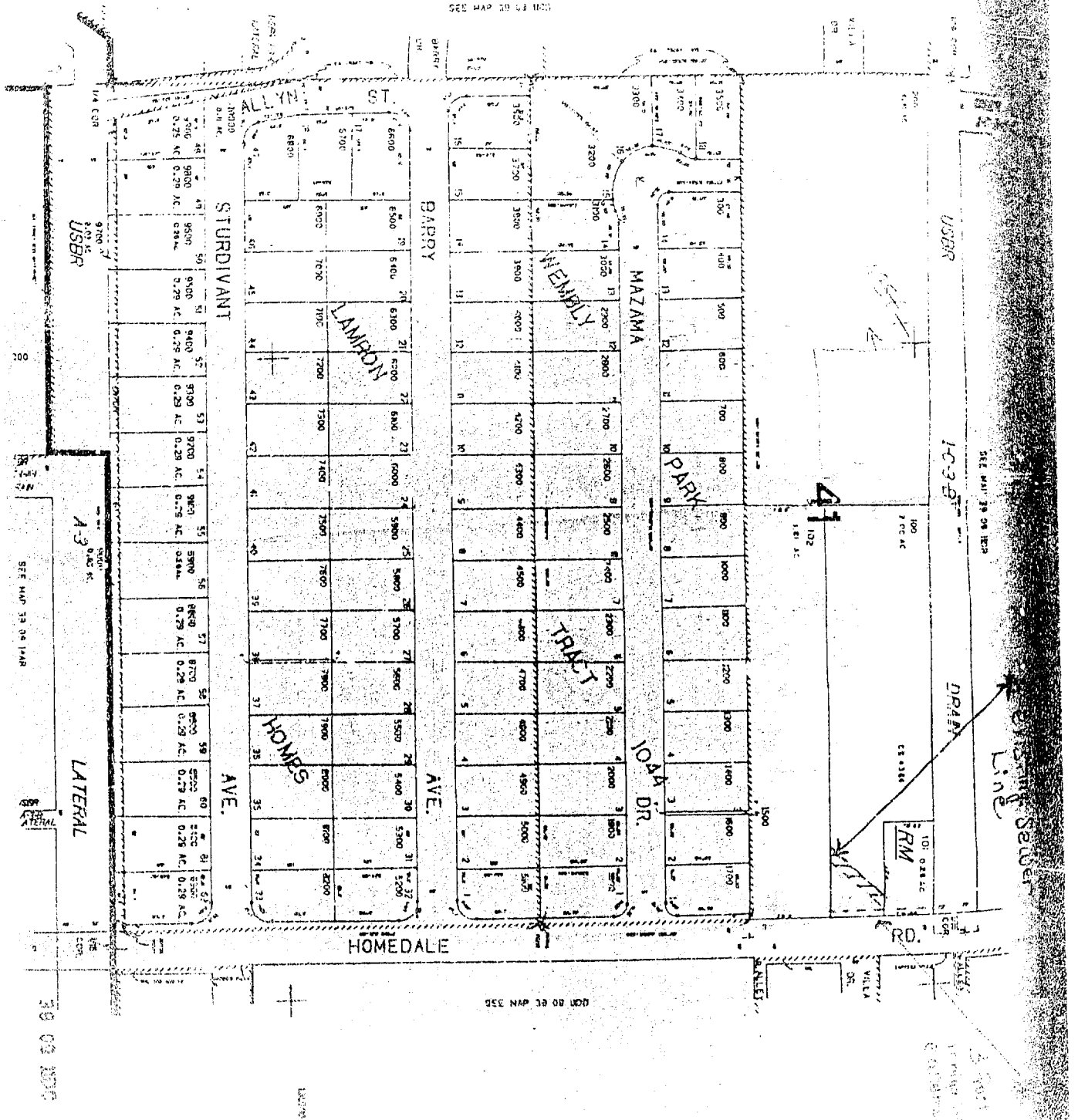
I certify that the within instrument was received for record on the ..... day of ..... 19....., at ..... o'clock ..... M. and recorded in book/rec'd/volume No. .... on page ..... or as fee/file/instrument/microfilm/reception No. .... Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME TITLE  
By ..... Deputy

# EXHIBIT "A" continued

Exhibit "A"



STATE OF OREGON, COUNTY OF CLATSOP:

I, the undersigned, being a duly qualified and sworn public administrator of said county, do hereby certify that the foregoing is a true and correct copy of the original record of said plat, as the same appears in the public records of said county, and that the same has been duly recorded in Vol. 1425, on Page 2132, of the public records of said county, and that the same has been duly recorded in Vol. 1425, on Page 2132, of the public records of said county, and that the same has been duly recorded in Vol. 1425, on Page 2132, of the public records of said county.

Witness my hand and seal of said county, this 21st day of March, 1925.