mTC-13910-7110

After Recording Return to:

M05-68103

Klamath County, Oregon 11/02/2005 10:15:33 AM Pages 8 Fee: \$56.00

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RELEASE OF EASEMENT

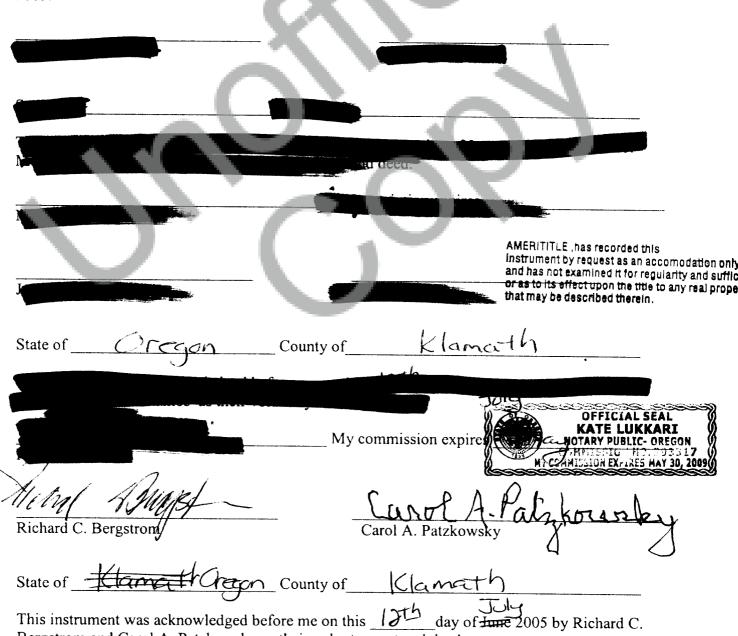
This Agreement to release and extinguish an easement created by instrument recorded in Volume M94 at Page 3443, Microfilm Records of Klamath County, Oregon, is made this day of June, 2005 by

R, RICHARD C. BERGSTROM AND CAROL A. PATZKOWSKY, SUE L. BREEN, CHARLES

LABUWI, KEVIN J. BUCK AND DENISE A. BUCK,
owners of Lake Ridge Park Subdivision formerly Parcel 1 of Partition 27-93. The parties now desire to extinguish said easement as it is no longer necessary and is a burden to the respective parcels.

By the signatures below, the parties are extinguishing the easement recorded in Volume M94 at Page 3443 originally created B.P.O.E Lodge # 1247 as Grantor and Wayne A. Connors and Pamela J. Connors as Grantee for a 10 foot utility easement. . By extinguishment of this easement the respective parcel owners shall no longer be burdened by the easement and they will have the full enjoyment of the real property as if the easement never existed. Said easement being extinguished is attached hereto as Attachment "A". This agreement shall be binding to the respective parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 38 day of June, 2005.



ale Likkau My commission expires May 30 2009

Bergstrom, and Carol A. Patzkowsky as their voluntary act and deed.

Notary Public

D. D
St
M M
Sue J. Breen
State of Ouego County of Klamah
This instrument was acknowledged before me on this 25 day of June, 2005 by Sue L. Breen as Her voluntary act and deed.
Notary Public My OFFICIAL SEAL ON CHAPTER N PHILLIPS NOTARY PUBLIC- OREGON NOTARY PUBLIC- OREGON NY COMMISSION NO. 376390 MY COMMISSION EXPIRES MAR 02, 2008()
Charles LaBuwi
State of Organ County of Warnath
This instrument was acknowledged before me on this 300 day of June 2005 by Charles LaBuwi as His voluntary act and deed. OFFICIAL SEAL KATE LUKKARI Notary Public
State of Olegor County of Klamath This instrument was acknowledged before me on this oday of June, 2005 by Kevin J. Buck and Denise A. Buck as their voluntary act and deed. Kate Lukkari Notary Public My commission Expires May 30, 2009 (In the commission of the
O to an approximate the second
Notary Public

State of Oregon County of Klamath On this 7th day of July, 20 6: his/her/their voluntary act and deed.	, personally appeared before me the above named, and acknowledged the foregoing instrument to be
WITNESS My hand and official seal.	Notary Public for Oregon My Commission expires: 5/30/09
OFFICIAL SPAL KATE LUKKARI NOTARY PUBLIC- OREGON COMMISSION NO. 393317 MY COMMISSION EXPIRES MAY 30, 2009()	

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State of Oregon County of
On this 13th day of July, 20 5, personally appeared before me the above named his/her/their voluntary act and deed.
ms/her/their voluntary act and deed.
WITNESS My hand and official seal. OFFICIAL SEAL KATE LUKKARI NOTARY PUBLIC- OREGON WITNESS My hand and official seal. Notary Public for Oregon My Commission expires: May 30 3009
OFFICIAL SEAL KATE LUKKARI NOTARY PUBLIC- OREGON COMMISSION NO. 393317 MY COMMISSION EXPIRES MAY 30, 20090 Notary Public for Oregon My Commission expires: My Commission expires: MY COMMISSION EXPIRES MAY 30, 20090

THEMELE LANGEST-SEE MAN MACH

75350

01-31-94P02:29 RCVO

Volm 14 Page 3443

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and by and between B.P.O.E. LODGE	d entered into	o this	16th		day	ofD	ecembar	, 19. 93
by and between B.P.U.E. LODGE	1 1247							
hereinaiter called the first party, and	WAYNE A.	CONNORS	and	PAMELA	J.	CONNOR	S	
, herein								
	•	Witnesseti	Ht;		,			
WHEREAS: The first party is the	he record uwi	ner of the I	ollow	ing descri	bed	real estat	te inK	lamath
County, State of Oregon, to-wit:				•				
5 ,							and the second	

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, ATTACHED HERETO, AND MADE A PART HEREOF BY THIS REFERENCE.

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 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 utility easement appurtenant to Parcel #1 of Partition #27-93 as filed in the Klamath County Clerka Office, over, under and across Parcel #2 of said partition, the centerline of said easement as shown on Exhibit "B" attached to and made a part hereof.

described as to lower the training that hereal by true to the end of

13 this presented in the second section in the second contract

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

AGREEMENT FOR EASEMENT		STATE OF OREGON,
SETWEEN		Dectily that the within instrument
B.P.O.E: LODGE #1247		was received for record on theday
LINEAL COLLEGE TO MONTH OF THE ARMOUNT	week they and entry to the	ato'clockM, and recorded
LINE BELLEVILLE COLOR OF THE STATE OF THE ST	ll ' ' '	in book/reel/volume No
WAYNE A. CONTORS & PAMELA J. CON	NORS FOR LINE SPICE	
Companies and a state of the control	Can the speed straig sound of	Record of
	lor the savond party's the en	45 × (11 × 13 + 1 + 1)
RUAMATH FA	97601	By, Deputy
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- 1	4		•

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 state of the s

Except as to the rights herein granted, the lirst 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:

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: See Exhibit "B" Easement Description, attached to, and made a part hereof by this reference.

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bin 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.

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. It 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 this, the day and year first hereinabove written.

B.P.O.E. MIS LODGE NO. 1247	HAYNE A. CONNORS PAMELA J. CONNORS Second Porty and Jan.
County of This instrument was spinowledged before me on	STATE OF OREGON,
and bollowing to B. C. D. L. C. D. S. C.	भूति भूतते श्रिक्तिक स्टब्स्ट्राप्त स्टब्स्ट्र स्टब्स्ट्राप्त स्टब्स्ट्राप्त स्टब्स्ट्र स्ट
Notary Public for Original	OR EVERWEINT Rotary Public for Oregon My commission empires
61-21-07605333	LEGAL STATES



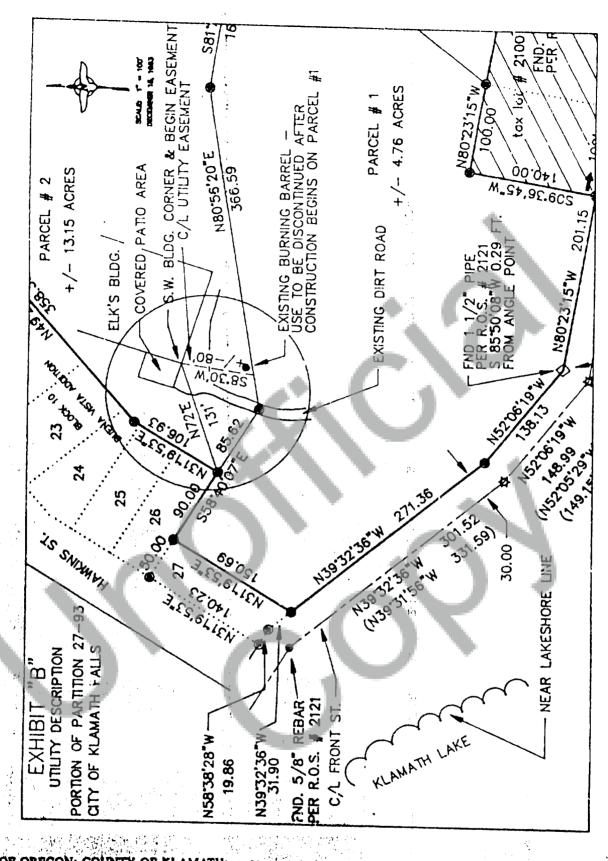
Lots 18 through 27, Block 10, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO that portion of Buena Vista, not platted, designated as Hotel Park, comprising of 18.504 acres, more or less, saving and excepting the following portion thereof;

Beginning at the Southwest corner of Lot 27, Block 41, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, thence Westerly along the Northerly line of Front Street a distance of 80 feet; thence Northerly at right angles to Front Street a distance of 140 feet; thence Easterly parallel to Northerly line of Front Street a distance of 80 feet to the Northwest corner of said Lot 27; thence Southerly along the Westerly line of said Lot 27 a distance of 140 feet to the point of beginning. ALSO a tract beginning 80 feet Westerly from the Southwest corner of Lot 27 Block 41 BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, thence Westerly along the Northerly line of Front Street a distance of 100 feet; thence Northerly at right angles to Front Street a distance of 140 feet, thence Easterly parallel to the Northerly line of Front Street a distance of 100 feet, thence Southerly to the place of beginning a distance of 140 feet.

OF REPORT HO 30255

IARY REPORT



	OF ORBOON: COUNTY OF KLAM.	WP National Gas		
	for record at request of A.D. 19 94	at 2:29 o'clock P.M. and Deads on Page 3	duly recorded in Vol. M94	•
E	\$45.00	Evelyn Biehn	- County Clerk	