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EASEMENT

M06-06107

Klamath County, Oregon

03/31/2006 08:12:18 AM

Pages 3 Fee: \$31.00

Between

~~Jerry & Elizabeth Anderson Trust~~
~~3717 Beverly Dr.~~
~~Klamath Falls Or 97601~~

And

~~Klamath Cascade Group &~~
~~Robert A Stewart~~

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

1st 631579

THIS AGREEMENT made and entered into on February 21, 2006, by and between Jerry O. Anderson and Elizabeth A Anderson, Trustees under Anderson Loving Trust, hereinafter called the first party, and Klamath Cascade Group LLC & Robert A Stewart, 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:

Lots 36 & 37 of Tract 1378, Pleasant Vista-Stage 2

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

Parcels 1, 2 and 3 of Land Partition 19-99 Situated in the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and

A portion of the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: Beginning at a point 2,152 feet East and 40 feet North of an iron pin driven into the ground at the Southwest corner of the Otis V. Saylor property near the Southwest corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridain, and which iron pin is 30 feet East of the center of a road intersecting the Dalles California Highway (now Lakeview Highway) from the North and 30 feet North of the center of said highway; thence East 198 feet; thence North 330 feet; thence West 198 feet; thence South 330 feet to the point of beginning.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 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 "A"

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

(OVER)

31. F

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.

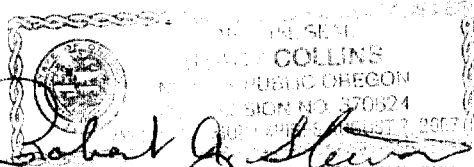
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

[Signature]
[Signature]
 FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on _____,

by _____
 This instrument was acknowledged before me on March 29, 2006
 by Julie D. Anderson & Elizabeth A. Anderson
 as Trustees
 of Anderson Living Group



[Signature]
[Signature]
 SECOND PARTY

Notary Public for Oregon
 My commission expires _____

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on March 29, 2006

by Robert Stuenkel
 This instrument was acknowledged before me on March 29, 2006
 by Julie Jackson
 as _____
 of Klamath Cascade Group

[Signature]
 Notary Public for Oregon
 My commission expires 8/2/07

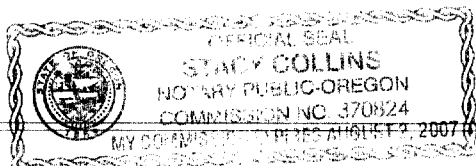


EXHIBIT "A"
TRU SURVEYING, INC. LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

FEBRUARY 6, 2006

LEGAL DESCRIPTION OF ACCESS EASEMENT

AN ACCESS EASEMENT BEING A PORTION OF LOTS 36 AND 37 OF "TRACT 1378- PLEASANT VISTA- STAGE 2", SITUATED IN THE SE1/4 NW1/4 OF SECTION 1, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LOT CORNER COMMON TO SAID LOTS 36 AND 37 ON THE SOUTHERLY RIGHT OF WAY LINE OF JEFFREY LANE; THENCE ALONG THE SAID RIGHT OF WAY LINE, ON THE ARC OF CURVE TO THE RIGHT (RADIUS POINT BEARS N07°18'08"W 130.00 FEET AND CENTRAL ANGLE EQUALS 06°20'08") 14.38 FEET AND S89°02'00"W 20.65 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE, S00°58'00"E 20.00 FEET; THENCE N89°02'00"E 20.00 FEET; THENCE S00°58'00"E 85.00 FEET TO A POINT ON THE REAR LOT LINE OF SAID LOT 37; THENCE N89°02'00"E, ALONG THE REAR LOT LINE OF SAID LOTS 37 AND 36, 30.00 FEET; THENCE N00°58'00"W 108.36 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF JEFFREY LANE; THENCE ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N14°00'47"W 130.00 FEET AND CENTRAL ANGLE EQUALS 06°42'38") 15.23 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1378-PLEASANT VISTA- STAGE 2" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.