



EASEMENT

M06-07728

Klamath County, Oregon

04/20/2006 02:27:12 PM

Pages 5 Fee: \$41.00

Between

RICHARD JOHN STEINBOCK
3117 WESTERN STREET
KLAMATH FALLS, OR 97603

And

GALLICA FOUR / KF 24 LLC
3214 NE 42nd STREET SUITE C
VANCOUVER, WA 98663

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

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between RICHARD JOHN STEINBOCK hereinafter called the first party, and GALLICA FOUR / KF 24, LLC, A WASHINGTON LIMITED LIABILITY COMPANY 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:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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:

SEE ATTACHED EXHIBIT "B" MADE A PART HEREOF

~~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 \$ \$4000.00 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:

An easement more particularly described in Exhibit "C" made a part hereof for an underground storm water drain.

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

(OVER)

417

ole - Adkins Consulting



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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Said easement is for installation and maintenance of said underground storm water drain. The real property is to be returned to like condition after installation is completed including surface restoration, repairing the existing underground irrigation system, and repairing the existing fence.

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:

not applicable

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.

Richard John Steinbock

RICHARD JOHN STEINBOCK

FIRST PARTY

STATE OF OREGON, County of KLAMATH

This instrument was acknowledged before me on April 20th, 2006

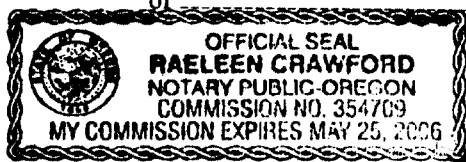
by _____

This instrument was acknowledged before me on _____, 19 _____,

by _____

as _____

of _____



Raeleen Crawford
Notary Public for Oregon
My commission expires 5-25-06

GALLICA FOUR / KF 24 LLC

BY-

David W. Steinfeld

SECOND PARTY

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on 4-18-06, 19 _____,

by _____

This instrument was acknowledged before me on _____, 19 _____,

by David W. Steinfeld

as Managing Member

of 511 H / Anderson, 1-0344C



Terri Ausbrooks
Notary Public for Oregon
My commission expires 6-19-08

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the NE1/4 of the SW1/4 Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of Lot 40 of PERRY'S ADDITION to Lloyd's Tracts; thence North 89° 43' East 140.96 feet; thence South 0° 07' East 113.75 feet; thence South 89° 42' West 140.5 feet; thence North 0° 21' West 113.74 feet to the point of beginning.

Tax Account No: 3909-011CA-00300-000

EXHIBIT "B"
LEGAL DESCRIPTION

The N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South and West of the U.S.R.S. Main Irrigation Canal and lying East of the U.S.B.R. A-2 $\frac{1}{2}$ Lateral. EXCEPTING THEREFROM that part of the above described tract lying within Homedale Road.

ADKINS

CONSULTING
ENGINEERS, INC

Engineers

▲ Planners

▲ Surveyors

▲ Testing

EXHIBIT "C"

DESCRIPTION FOR EASEMENT ON SOUTH SIDE OF PARCEL DESCRIBED IN D.V. M73, PAGE 5262

A strip of land varying in width situated in Perry's Addition to Lloyd's Tracts in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that parcel described in Deed Volume M73, Page 5262, Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the east line of Hope Street, said point being the southwest corner of said parcel described in Deed Volume M73, Page 5262; thence along the east line of Hope Street North 0°21' West 11.00 feet; thence parallel to and 11.00 feet distant from the south line of said parcel North 89°42' East 73.16 feet; thence North 83°29' East 67.9 feet, more or less, to a point on the east line of said parcel, said point being 18.42 feet from the southeast corner of said parcel; thence along the east line of said parcel South 0°07' East 18.42 feet to the southeast corner of said parcel; thence along the south line of said parcel South 89°42' West 140.5 feet to the point of beginning; with bearings based on said Deed Volume M73, Page 5262.

2661-01

March 15, 2006

REGISTERED
PROFESSIONAL
LAND SURVEYOR

D E Adkins

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

RENEWAL DATE 12/31/07