

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

**EASEMENT**

Between

Mary A. Cameron DBA Draperies--
N-Things

5600 Hwy. 97 North
Klamath Falls, Or. 97601

Donnie L. Frye
3487 Beverly Dr.

Klamath Falls, Or. 97603

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

Donnie L. Frye
3487 Beverly Dr.

Klamath Falls, Or. 97603

M06-08377

Klamath County, Oregon

04/28/2006 02:32:01 PM

Pages 5 Fee: \$41.00

is

in

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THIS AGREEMENT made and entered into on April 28, 2006, by and
between Mary A. Cameron
hereinafter called the first party, and Donnie L. Frye
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

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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 for ingress, egress and utilities over the real property described in Exhibit "C" made a part hereof. Said easement shall also include sewer lines and maintenance for said lines.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

4/CA



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:

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.

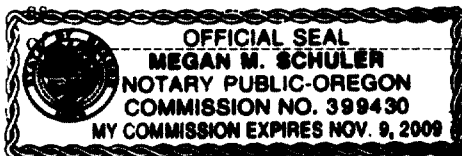
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Mary A. Cameron
 Mary A. Cameron
 FIRST PARTY

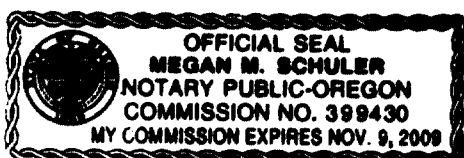
STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on April 28th, 2006
 by Mary A. Cameron
 This instrument was acknowledged before me on _____
 by _____



Megan M. Schuler
 Notary Public for Oregon
 My commission expires Nov. 9th, 2009

Donnie L. Frye
 Donnie L. Frye
 SECOND PARTY

STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on April 28th, 2006
 by Donnie L. Frye
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Megan M. Schuler
 Notary Public for Oregon
 My commission expires Nov. 9th, 2009

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point on the Westerly right-of-way line of the New Dalles-California Highway which bears South 89° 49' East a distance of 799.0 feet and South 11° 36' East along said Westerly right-of-way line a distance of 306.29 feet from the West one-quarter corner of said Section 7; thence continuing South 11° 36' East along said right-of-way line a distance of 200.0 feet to the Northeasterly corner of parcel conveyed to Van's Motel by Deed Volume 300, page 270, Deed Records of Klamath County, Oregon; thence South 78° 24' West at right angles to said Highway a distance of 200.0 feet to a point; thence North 11° 36' West, parallel with said highway right-of-way, a distance of 200.0 feet; thence North 78° 24' East a distance of 200.0 feet to the point of beginning.

EXHIBIT "B"

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in the SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 7, Township 38 S., R. 9 E.W.M., described as follows: That portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 7 lying between the Westerly right of way of the New Dalles California Highway and the Easterly right of way line of the Southern Pacific Railroad.

ALSO the W $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 7 lying between the Westerly right of way line of the New Dalles-California Highway and the Easterly right of way line of the Southern Pacific Railroad,

EXCEPTING that certain parcel of land described in Deed Volume 150 page 417, records of Klamath County, Oregon, and

ALSO EXCEPTING the following described parcel: Beginning at a point on the Westerly right of way line of The Dalles-California Highway which bears S. 89°49' E. a distance of 799.0 feet and N. 11°36' W. a distance of 93.71 feet from the West quarter corner of said Section 7; thence S. 78°24' W. at right angles to said highway a distance of 200.0 feet; thence S. 11°36' E., parallel with said highway, a distance of 600.0 feet; thence South 78°24' West a distance of 242.0 feet; thence South 0°06' East a distance of 303.7 feet; thence South 69°29' East a distance of 448.8 feet; thence South 11°36' East a distance of 213.8 feet; thence North 78°24' East a distance of 122.0 feet to a point on the Westerly right of way line of said highway; thence North 11°36' West along said right of way line a distance of 1350.0 feet, more or less, to the point of beginning.

ALSO EXCEPTING the following two parcels of land:

PARCEL 1:

Beginning at a point on the Westerly right-of-way line of The Dalles-California Highway which bears S. 89°49' E. a distance of 799.0 feet and N. 11°36' W. a distance of 93.71 feet from the West quarter corner of said Section 7; thence S. 78°24' W. at right angles to said highway, a distance of 200.0 feet; thence N. 11°36' W., parallel with said highway, to the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 7; thence East along said North line to the Westerly line of said highway; thence S. 11°36' W. along said Westerly line to the point of beginning.

PARCEL 2;

Beginning at a point on the Westerly right-of-way line of The Dalles-California Highway which bears S. 89°49' E. a distance of 799.0 feet and S. 11°36' E. a distance of 1256.29 feet from the West quarter corner of said Section 7, said point of beginning being the Southeasterly corner of parcel described in deed from Steven H. Ewert, et ux to Donald Vanderhoff, et ux, recorded November 15, 1977 in Volume M77, page 22220, records of Klamath County, Oregon; thence S. 78°24' W. a distance of 300.0 feet; thence Southeasterly parallel with the Westerly line of said highway and 300 feet Westerly at right angles thereto to a point on the South line of said Section 7; thence East on said South line to the Westerly line of said highway; thence Northerly along said Westerly line to the point of beginning.

TOGETHER WITH: That certain easement agreement between Authur Andrew Rickbeil and Annie Helen Rickbeil and Jerry A. Short and Lorna L. Short recorded in Klamath County deed records, volume 266, page 565.

DESCRIPTION FOR EASEMENT

A strip of land 30.00 feet in width being a portion of that tract described in Deed Volume M98, Page 43087, Records of Klamath County, Oregon, situated in the NW¼ SW¼ of Section 7 Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the West ¼ corner of said Section 7; thence South 89°49' East 799 feet along the east-west centerline of said Section 7 to the westerly right of way line of State Highway 97; thence along said westerly right of way line South 11°36' East 306.29 feet to the northeasterly corner of said tract described in Deed Volume M98, Page 43087 and the true point of beginning for this description; thence South 78°24' West 200.00 feet along the northerly line of said tract and at right angles to said westerly line of State Highway 97, to the westerly line of said tract; thence along said westerly line South 11°36' East 30.00 feet; thence parallel to and 30.00 feet distant from said northerly line North 78°24' East 200.00 feet to said westerly line of State Highway 97; thence along said westerly line North 11°36' West 30.00 feet to the true point of beginning. Said strip of land being the northerly 30.00 feet of that property described in Deed Volume M98, Page 43087, Records of Klamath County, Oregon.

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