

2008-007538

Klamath County, Oregon



05/23/2008 03:15:22 PM

Fee: \$36.00

After Recording Return to:  
Michael P. Rudd  
Brandsness, Brandsness & Rudd  
411 Pine Street  
Klamath Falls, OR 97601

**EASEMENT AND LICENSE AGREEMENT**

DATED: May 22, 2008.

PARTIES: Kenneth Thompson and Willa Thompson,  
Trustees of the Kenneth and  
Willa Thompson Family Trust  
2378 Linda Vista Drive  
Klamath Falls, OR 97601 Hereinafter "Grantors"

And

Ken's Body & Paint, Inc.  
1933 South 6<sup>th</sup> Street  
Klamath Falls, OR 97601 Hereinafter "Grantees"

**RECITALS:**

Grantors are the record owners of the following described real property located in Klamath County, State of Oregon, to wit:

That portion of Lot "A", Block 2 of Industrial Addition to the City of Klamath Falls, a duly recorded subdivision, South of the Easterly extension of the North line of Lot 46, Block 2 of said subdivision, as further delineated on LP 34-02, being a replat of Lots 11 through 21 and a portion of Lots 1 through 10 and Lot "A" in Block 2 of Industrial Addition to the City of Klamath Falls, situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 33, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon. (Hereinafter the "Property").

A map as delineating the Property is attached hereto as Exhibit "A" and by this reference incorporated herein.

Grantors have the unrestricted right to grant the easement and license, hereinafter described as relative to said real property.

Grantors convey to Grantees, their heirs successors and assigns, a perpetual exclusive easement and license to occupy the property.

The terms of this Easement and License Agreement are as follows.

**AGREEMENT:**

1. Grantees, their agents, independent contractors and invitees, shall use the easement for business purposes only, including but not limited to maintaining the signage of Grantees and to use the property in connection with Grantees' business activities on surrounding properties.

2. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the property. Grantees assume all risks arising out of their use of the property and Grantors shall have no liability to Grantees or others for any condition existing thereon.

3. This Easement and License Agreement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said Easement and License Agreement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

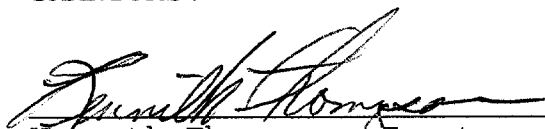
4. This Agreement is granted subject to all prior licenses, easements or encumbrances of record.


5. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. Should suit or action be instigated to enforce or interpret the terms and provisions of this Agreement, the sole exclusive venue for such cause of action shall be in the Circuit Court for the State of Oregon, County of Klamath. The prevailing party shall be entitled to

recover from the losing party their reasonable attorney's fees, costs and disbursements incurred at trial and on appeal.

Dated the first date written above.

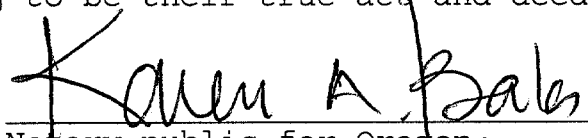
GRANTORS:

  
Kenneth Thompson, Trustee of  
the Kenneth and Willa Thompson  
Family Trust

  
Willa Thompson, Trustee of  
the Kenneth and Willa  
Thompson Family Trust

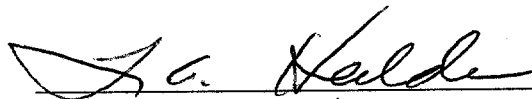
STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

Personally appeared, Kenneth Thompson and Willa Thompson,  
and acknowledged the foregoing to be their true act and deed.  
Before me:

  
Notary public for Oregon  
My notary expires: 9-20-09

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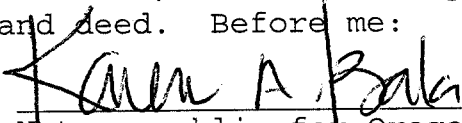
GRANTEE:

  
Ken's Body & Paint, Inc.  
by: F. A. Halda  
its: President



STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

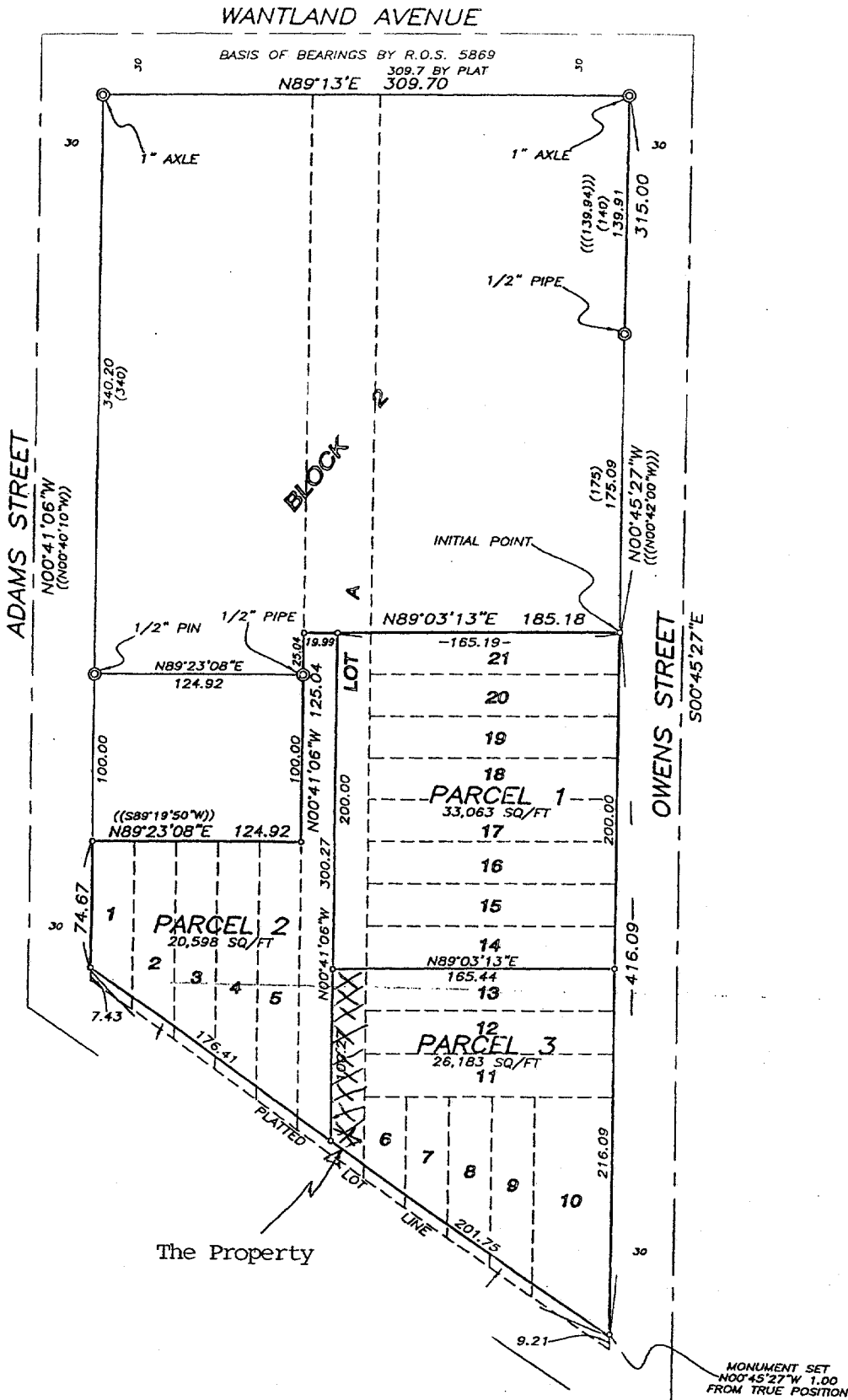
Personally appeared, F. A. Halda, and acknowledged the  
foregoing to be his true act and deed. Before me:

  
Notary public for Oregon  
My notary expires: 9-20-09



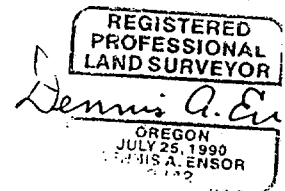
# LAND PARTITION 34-02

11 THRU 21 AND A PORTION OF LOTS 1-10 AND LOT A IN, BLOCK 2 OF "INDUSTRIAL Y OF KLAMATH FALLS", SITUATED IN THE SE1/4 SW1/4 AND THE NE1/4 SW1/4 SECTION 33, T38S, R9EWM, KLAMATH COUNTY, OREGON  
AUGUST, 2002



## LEGEND

- SET 5/8" X 30" IRON PIN SURVEYING, INC. PLASTIC
- ⊙ FOUND MONUMENT AS SH.
- (XXX) RECORD DISTANCE BY PL.
- ((XXX)) RECORD BEARING BY R.O.
- ((XXX)) RECORD BEARING BY R.O.



EXPIRES 12/31/03

EXHIBIT

A