HJC13910-9237

### **EASEMENT**

Between Harborview,LLC

And

Jamie H. Jackson

After recording, return to (Name, Address, Zip):
AMERITITLE
300 KLAMATH AVE
KLAMATH FALLS, OR 97601

2008-016702 Klamath County, Oregon



12/22/2008 03:36:04 PM

Fee: \$41.00

THIS AGREEMENT made and entered into on July 215, 2008 by and Harborview, LLC, an Oregon limited liability company hereinafter called the first party, and Jamie H. Jackson, 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 2 and 3, Tract 1436 – Harbor View, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

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:

Lots 1 through 8, inclusive, in Blocks 30, 31, 32, 33, 38, 39, 40, 41, 42, 43, 44, 45, 49, 50 and 51, ALSO Lots 1, 2, 3, 4, 7 and 8 in Block 48, EXCEPT those portions lying in US Highway 97 (The Dalles-California Highway) and deeded to the State of Oregon Department of Transportation in Volume M79, Page 14620, Microfilm records of Klamath County all being in FIRST ADDITION TO TERMINAL CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**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 and easement, to-wit:

An easement for Roadway and Public Utility purposes as shown and depicted on Exhibit "B" attached hereto.

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

none

If this easement is for a right of way over or across the real estate, the easement is described as follows.

See exhibit "A" attached.

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): [ $\square$ ] the first party; [x] the second party; [ $\square$ ] both parties, share and share alike; [ $\square$ ] both parties, with the first party responsible for [ $\square$ ]% and the second party responsible for [ $\square$ ]%.(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 expense.

Alamt

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. miaPo monne Harborview,LLC, an Oregon limited liability company FIRST PARTY STATE OF OREGON, County of [ This instrument was acknowledge before me on This instrument was acknowledge before me on [ Ву[ Notary Public for Oregon My commission expires [ OFFICIAL SEAL
DAPHNE BRIX
NOTARY PUBLIC-OREGON
COMMISSION NO. 407450 MY COMMISSION EXPIRES JUNE 19, 2010 SECOND PARTY STATE OF OREGON, County of [ This instrument was acknowledge before me on [ By[  $\sigma_{\mathcal{N}}$ his instrument was acknowledge before me on [

OFFICIAL SEAL
S HOWARD
NOTARY PUBLIC- OREGON
COMMISSION NO. 422127
NY COMMISSION EXPIRES NOV 18, 2011

By [ As [ Of [

Notary Public for Oregon
My commission expires [ Nov 18, 2011

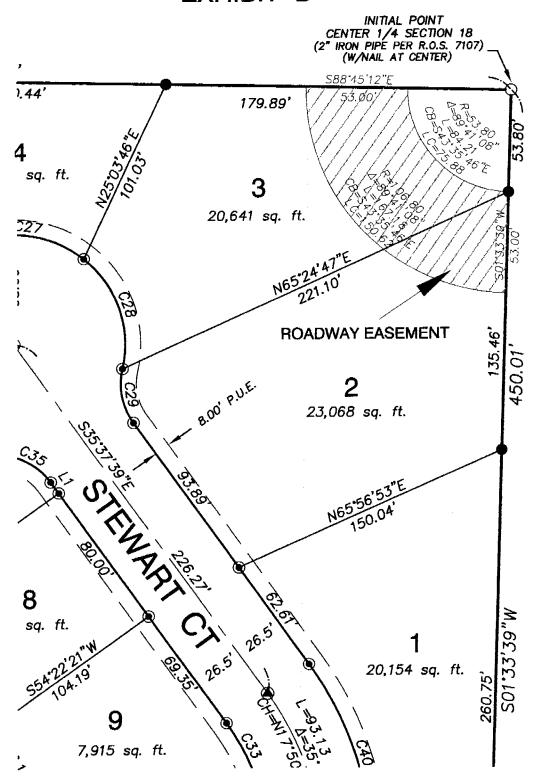
#### **EXHIBIT "A"**

#### ROADWAY EASEMENT DESCRIPTION

A roadway easement fifty-three (53) feet wide for the purpose of ingress and egress over and across a portion of Lots 2 and 3, "Tract 1436-Harbor View", according to the official plat thereof on file in the office of the Klamath County Clerk, said easement being more particularly described as follows:

Commencing at the 2" iron pipe that marks the center 1/4 corner of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which point is also the northeast corner of said "Tract 1436-Harbor View"; thence S.01°33'39"W., along the east line of said Lots 2 and 3, a distance of 106.80 feet to the **True Point of Beginning**; thence along the arc of a 106.80 foot radius curve to the right, through a central angle of 89°41'08" (the long chord of which bears N.43°35'46"W., 150.62 feet) an arc distance of 167.18 feet to a point on the north line of said Lot 3; thence S.88°45'12"E., a distance of 53.00 feet; thence along the arc of a 53.80 foot radius curve to the left, through a central angle of 89°41'08" (the long chord of which bears S.43°35'46"E., 75.88 feet) an arc distance of 84.21 feet to a point on the east line of said Lot 2; thence S.01°33'39"W., along the east line of said Lot 2, a distance of 53.00 feet to the True Point of Beginning. Basis of Bearings is Grid North, based upon the Oregon Coordinate System of 1983, South Zone.

# **EXHIBIT** "B"



## AFFIDAVIT CONSENTING TO THE GRANTING OF AN EASEMENT

UMPQUA BANK, depose and say they are the holders of the line of Credit Instrument given to secure an indebtedness on the real property described in Volume 2007 at page 011702, Microfilm Records of Klamath County, Oregon, dated June 27, 2007 and recorded June 29, 2007; Executed by Harborview, LLC., an Oregon Limited Liability Company

The undersigned do hereby approve of the terms set forth in said easement for ingress, egress and public utilities.  Soptembor  Dated this 16 Day of July, 2008
UMPQUA BANK By: Leve Kumlin, V.P.
Witnessed before me on the Day of July; 2008
Witnessed before me on the Day of July; 2008
By /err/ //pmi/w as V. 9 of
UMPQUA BANK as their voluntary act and deed.
OFFICIAL SEAL PENNY A PIERCEY NOTARY PUBLIC-OREGONOTA y Public for the State of Oregon
MY COMMISSION EXPIRES JAN 27, 2009