


MC1396-9237

<b>EASEMENT</b>	<b>2008-016702</b> Klamath County, Oregon
Between Harborview, LLC	 00057789200800167020050059
And  Jamie H. Jackson	12/22/2008 03:36:04 PM      Fee: \$41.00
After recording, return to (Name, Address, Zip): AMERITITLE 300 KLAMATH AVE KLAMATH FALLS, OR 97601	

**THIS AGREEMENT** made and entered into on July 21<sup>st</sup>, 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):  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 expense.

4/1/08

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.

Kenn & P D member  
Harborview, LLC, an Oregon limited liability company

FIRST PARTY

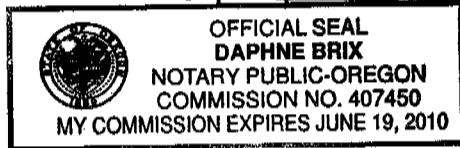
STATE OF OREGON, County of Deschutes ss.  
This instrument was acknowledge before me on July 21<sup>st</sup>, 2008

By Kenneth E. Thomas  
This instrument was acknowledge before me on July 21<sup>st</sup> 2008

By Kenneth E. Thomas  
As Member  
Of Harborview, LLC, an Oregon limited liability company

Daphne Brix  
Notary Public for Oregon  
My commission expires 6/19/2010

Jamie H. Jackson  
Jamie H. Jackson

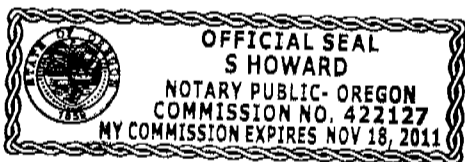


SECOND PARTY

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledge before me on Dec 22, 2008

By Jamie H. Jackson  
This instrument was acknowledge before me on \_\_\_\_\_

By \_\_\_\_\_  
As \_\_\_\_\_  
Of \_\_\_\_\_



S Howard  
Notary Public for Oregon  
My commission expires Nov 18, 2011

AMERITITLE, has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

## 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.



**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.

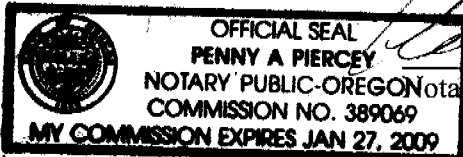
Dated this 16<sup>th</sup> September Day of ~~July~~, 2008

UMPQUA BANK

By: Lou Annlin, V.P.

Witnessed before me on the 16<sup>th</sup> September Day of ~~July~~, 2008

By Terri Hamlin as V.P. of UMPQUA BANK as their voluntary act and deed.



*[Handwritten Signature]*