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



WJL 83973-KR

EASEMENT

2008-017005

Klamath County, Oregon



00058125200800170050060064

12/31/2008 11:24:45 AM

Fee: \$46.00

Between

John R. Dees

2238 Lindley

Klamath Falls, OR 97603

And

Isabel Rodriguez & Valerie Morehouse

P. O. Box 705

Klamath Falls, OR 97601

SPACE RESER
FOR
RECORDER'S

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

Isabel Rodriguez & Valerie Morehouse

P. O. Box 705

Klamath Falls, OR 97601

THIS AGREEMENT made and entered into on December 30, 2008, by and
between John R. Dees
hereinafter called the first party, and Isabel Rodriguez and Valerie Morehouse
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"

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"

NOW, THEREFORE, in view of the premises and in consideration of \$ 5,000⁰⁰ 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 five feet in width for encroachment of existing garage and driveway along the ~~east~~erly side of second parties' property. Said five foot easement is along the entire west side of first party's property. Said easement shall include the right to maintain said garage and driveway.

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

(OVER)

A/C Amt



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. for the life of the garage in its existing location
 The period of this easement shall be its existing location, always subject, however, to the following specific conditions, restrictions and considerations:

See Attached Exhibit "C"

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:

See Attached Exhibit "D"

and the second party's right of way shall be parallel with the center line and not more than five 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.

[Signature]



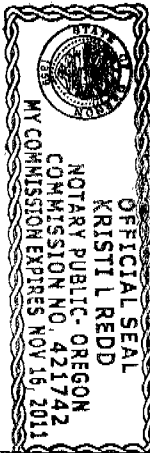
FIRST PARTY

STATE OF OREGON, County of Klamath ss. December 30, 2008
 This instrument was acknowledged before me on December 30, 2008
 by John R. Dees
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Kristi L. Redd
 Notary Public for Oregon
 My commission expires 11/16/2011

Isabel Rodriguez
Valerie Morehouse

SECOND PARTY



STATE OF OREGON, County of Klamath ss. December 30, 2008
 This instrument was acknowledged before me on December 30, 2008
 by Isabel Rodriguez & Valerie Morehouse
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Kristi L. Redd
 Notary Public for Oregon
 My commission expires 11/16/2011

04 JUN 12 AM 11:05

Exhibit "A"

BARGAIN AND SALE DEED (Individual or Corporate)

After Recording Return to:

JOHN R. DEES

2238 Lindley

Klamath Falls, OR 97601

Until a change is requested all tax statements shall be sent to the following address:

JOHN R. DEES

Same as Above

Aspen 57388

Vol M04 Page 01363

State of Oregon, County of Klamath
Recorded 01/12/2004 11:05 a.m.
Vol M04 Pg 1363
Linda Smith, County Clerk
Fee \$ 2.00 # of Pgs 1

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That MARK M. DAVENPORT AND JOHN R. DEES II, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto JOHN R. DEES, AN ESTATE IN FEE SIMPLE, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of KLAMATH, State of Oregon, described as follows, to-wit:

A portion of the SE 1/4 NW 1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 1564 feet East of the Southwest corner of the NW 1/4 NW 1/4 Section 5, Township 39 South, Range 9 East of the Willamette Meridian; thence South 380 feet; thence East 50 feet to the true point of beginning; thence East 55 feet; thence North 100 feet; thence West 55 feet; thence South 100 feet to the place of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$To Convey Title Only.
(here comply with the requirements of ORS 93.930)

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

In Witness Whereof, the grantor has executed this instrument December 19, 2003; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Mark M. Davenport
MARK M. DAVENPORT

John R. Dees II
JOHN R. DEES II

STATE OF OREGON,

County of Klamath

The foregoing instrument was acknowledged before me this 23 day of December, 2003, by Mark M. Davenport and John R. Dees II

Adrien Fleeck
Notary Public for Oregon

(SEAL)

My commission expires: 12-3-06

BARGAIN AND SALE DEED

MARK M. DAVENPORT AND JOHN R. DEES II, as
grantor
and
JOHN R. DEES, as grantee



This document is recorded at the request of:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601
Order No.: 00057388

EXHIBIT "B"
LEGAL DESCRIPTION

A parcel of land situate in the SE1/4 of the NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 1564 feet East and 380 feet South of the Southwest corner of the NW1/4 NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, thence East 50 feet; thence North 100 feet; thence West 50 feet; thence South 100 feet to the place of beginning.

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T

Exhibit 'C'

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691



October 16, 2008

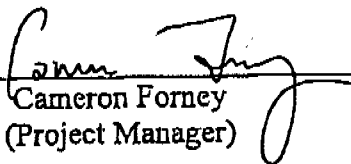
Rae Trujillo
Wachovia Mortgage FSB
1330 N. Broadway Suite 208
Walnut Creek, CA 94596
Re: 2246 Lindley Way

Dear Ms. Trujillo,

Tru-Line Surveying Inc. was hired by Wachovia Mortgage FSB to set wooden hubs at the property corners described in deed volume 2008-009699 microfilm records of Klamath County, Oregon with a situs address of 2246 Lindley Way in Klamath Falls, Oregon. Existing property monuments found from Record of Survey # 262 on file at the office of the Klamath County Surveyor were used for control to set the wooden hubs as seen on the enclosed pictures. After the field work was completed, it was noted that the garage and driveway on the east side of the property encroaches onto the adjacent property to the east by approximately four feet. Please be advised that Tru-Line Surveying Inc. did not conduct a legally binding survey in that we did not set iron monuments and record a "map of survey" with the Klamath County Surveyors Office. Tru-Line feels confident that the position of the wooden hubs would be in the same position of iron monuments if a full survey were to be conducted.

Feel free to give me a call if you have any further questions.

Sincerely,


Cameron Forney
(Project Manager)

Tru-Line Surveying, Inc. • 2333 Summers Lane, Klamath Falls, OR. 97603
Fax: (541) 882-3790
www.trulinekf.com

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED