

EA

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



EASEMENT

2010-007793

Klamath County, Oregon



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06/28/2010 03:46:59 PM

Fee: \$47.00

SPACE RESERV
FOR
RECORDER'S L

Between

Barbara J. Hanson

22727 Hwy 70

Dairy, OR 97625

And

Urbach Farms, Inc.

22612 Hwy 70

Dairy, OR 97625

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

Urbach Farms, Inc.

22612 Hwy 70

Dairy, OR 97625

ATE 7440

THIS AGREEMENT made and entered into on June 17th, 2010, by and between Barbara J. Hanson hereinafter called the first party, and Urbach Farms, Inc., an Oregon corporation 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:

Beginning at the quarter corner between Section 27 and 34 in Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence South 1272 feet to the North line of the Dairy-Bonanza Highway right of way; thence East 281.7 feet to the point of beginning; thence North 350 feet to a point; thence East 175 feet to a point; thence South to the said right of way 350 feet; thence West 175 feet along the said North line of said highway right of way to the place of beginning.

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:

All of the North half of the Northeast quarter of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom the approximately 1.22 acres heretofore deeded to James Jackson and Vernon Durant; and also EXCEPTING therefrom a portion of the Northwest Quarter of the Northeast quarter of said Section described as follows: Beginning at a point of intersection of the West line of the said Northwest quarter of the Northeast quarter with the North line of the Dairy-Bonanza Highway right of way; thence, North along said West line a distance of 350 feet; thence, East a distance of 456.7 feet, more or less, to the Northeast corner of the tract of land deeded to Ruth E. Kroeger et ux by deed recorded in Volume 237 at Page 557 of Deed records; thence, South along the East line of said Kroeger tract a distance of 350 feet, more or less to said North line of the Dairy-Bonanza highway Right of Way line; thence, West along said North line of said Highway to the point of beginning. AND ALSO EXCEPTING therefrom that portion of the Northwest quarter of the Northeast quarter lying North and West of the Klamath Falls-Lakeview Highway.

NOW, THEREFORE, in view of the premises and in consideration of \$ Mutual benefits 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:

A non-exclusive easement for ingress and egress over and across the East 22 feet of the above described property of the first party. Said easement to be perpetual.

Also, an easement for encroachment of the existing pole barn as shown on survey filed October 8th, 2008 in the Office of the Klamath County Surveyor under survey no. 7578. Said easement will be extinguished upon removal of said pole barn and not to be extended to any new structure.

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

(OVER)

ATE 47



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

Upon removal of said pole barn, said encroachment easement will be extinguished.

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.

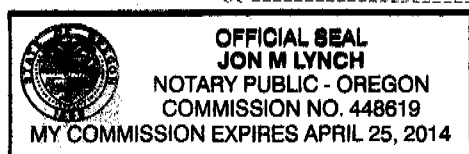
Barbara J. Hanson
FIRST PARTY

Barbara J. Hanson

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 6-17-10 ss. Barbara J. Hanson

This instrument was acknowledged before me on _____
by _____
as _____
of _____



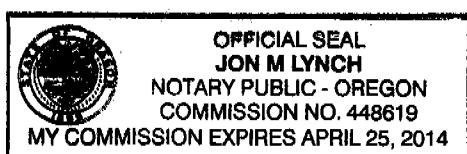
Jon M. Lynch
Notary Public for Oregon
My commission expires 4-25-14

Gary Urbach
SECOND PARTY
John Urbach, President - Urbach Farms, Inc.

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____

This instrument was acknowledged before me on 6-17-10
by Gary Urbach
as President
of Urbach Farms, Inc.



Jon M. Lynch
Notary Public for Oregon
My commission expires 4-25-14

EASEMENT dated June 17th, 2010 between Barbara J. Hanson and
Urbach Farms, Inc.

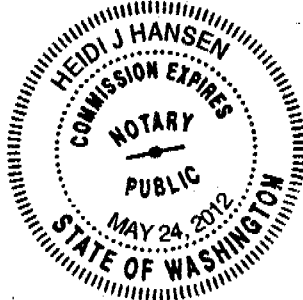
Acknowledgement and Consent to Easement

Beth E Ziegler
Consumer Lending Support Mgr
Sterling Savings Bank
Sterling Savings Bank

Washington
STATE OF ~~OREGON~~, County of Spokane) ss. June 22, 2010
This instrument was acknowledged before me on

by _____
This instrument was acknowledged before me on June 22, 2010

by Beth Ziegler
as Consumer Lending Support Mgr
of Sterling Savings Bank



Heidi J Hansen
Notary Public for ~~Oregon~~ Washington
My commission expires 5/24/12