

1st Courtesy

2011-009456

Klamath County, Oregon



00106155201100094560080088

08/16/2011 03:00:42 PM

Fee: \$77.00

RETURN TO:

Mr. Joseph M. Hohman
905 Main St., Suite 303
Klamath Falls, OR 97601

EASEMENT AND LICENSE AGREEMENT

Dated: August 10, 2011

Between:

Joseph Michael Hohman and
Nora Francis Hohman, Trustees of the
Joseph Michael Hohman and Nora Francis
Hohman 2009 Trust, UAD April 6, 2009
905 Main St., Suite 303
Klamath Falls, OR 97601

("Hohman")

And:

Dennis J. Bennett, Trustee of
The Dennis J. Bennett Revocable Trust
and Teresa Bennett, Trustee of
The Teresa Bennett Revocable Trust
125 North 9th Street
Klamath Falls, OR 97601

(Collectively "Bennett")

First American Title Ins. Co. has recorded this
Instrument by request as an accommodation 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.

RECITALS

A. Bennett is the record owner of real property in Klamath County, State of Oregon, further described on the attached Exhibit "A" (the "Bennett Property") and has the unrestricted right to grant a license and easement hereinafter described relative to the Bennett Property.

B. Hohman is the record owner of real property in Klamath County, State of Oregon, further described on the attached Exhibit "B" (the "Hohman Property").

C. The Bennett Property and Hohman Property are contiguous and are further delineated on the attached Exhibit "C". The Bennett Property is tax lot 8800 and the Hohman Property is tax lot 8900.

D. There exists an alley approximately fifteen (15) feet in width located on the Bennett Property, which separates the Bennett Property and the Hohman Property and which has been used historically for vehicular access.

AGREEMENT

WHEREFORE the parties agree and state as follows:

Bennett conveys and grants to Hohman, their heirs, successors and assigns, a perpetual, exclusive license and easement to occupy the alley located on the Bennett Property to allow Hohman to park vehicles in the alley on the Bennett Property.

TERMS

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

1. Hohman, their agents, independent contractors and invitees shall use the alley located upon the Bennett Property (hereinafter the "License and Easement Area") for the purpose of parking vehicles and for ingress and egress to and from the alley and for no other purpose.

2. The License and Easement Area shall be used exclusively by the owners of the Hohman Property and for no other purpose. The parties shall cooperate during any periods of joint use of the License and Easement Area so that each party's use shall cause a minimum of interference to the others. However, in case of

conflict, Hohman's right of use shall be dominant.

3. Hohman reserves the right to improve the License and Easement Area and roadway surface and to maintain the same.

4. Hohman agrees to indemnify and defend Bennett from any loss, claim or liability to Bennett arising in any manner out of Hohman's use of the License and Easement Area. Hohman assumes all risks arising out of their use of the License and Easement Area and Bennett shall have no liability to Hohman or others for any condition existing thereon.

5. This License and Easement Agreement is appurtenant to and for the benefit of the Hohman Property described in the attached Exhibit "B".

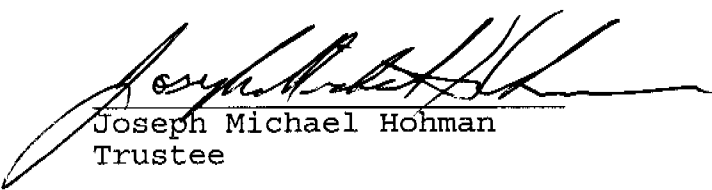
6. This License and Easement Agreement shall be perpetual and shall not terminate for periods of non-use by Hohman. Said License and Easement Agreement may be terminated upon written agreement by Bennett and Hohman, their heirs, successors and assigns.

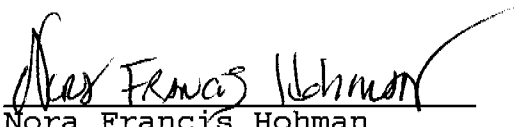
7. In consideration for the grant of this License and Easement Agreement, Hohman, their heirs, successors and assigns agree to install locked gates at both ends of the License and Easement Area for privacy and safety purposes. Hohman shall be responsible for the maintenance, repair and upkeep of the gates and the locks on the same. Hohman shall be responsible to ensure that the locks are in proper working order and, should the need arise, shall bear the costs of replacement of the locks and gates as needed.

8. This License and Easement Agreement is granted subject to all prior encumbrances of record.


9. This License and Easement Agreement shall inure to the benefit of the parties' respective heirs, successors and assigns

Joseph Michael Hohman and Nora Francis
Hohman 2009 Trust, UAD April 6, 2009

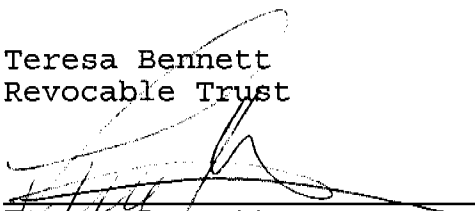

Joseph Michael Hohman
Trustee


Nora Francis Hohman
Trustee

Dennis J. Bennett
Revocable Trust

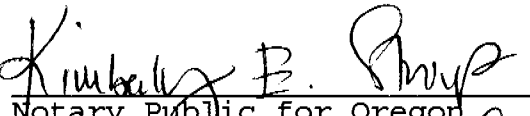

Dennis J. Bennett
Trustee

Teresa Bennett
Revocable Trust

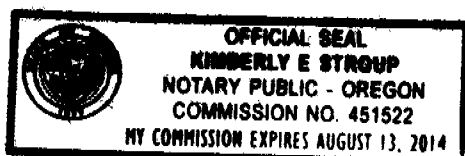

Teresa Bennett
Trustee

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 10 day of August, 2011, the above-named Joseph Michael Hohman and Nora Francis Hohman, Trustees of the Joseph Michael Hohman and Nora Francis Hohman 2009 Trust, UAD April 6, 2009 and acknowledged the foregoing instrument to be their voluntary act and deed.


Notary Public for Oregon
My Commission expires: August 13, 2014


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STATE OF OREGON)
) ss.
County of Klamath)

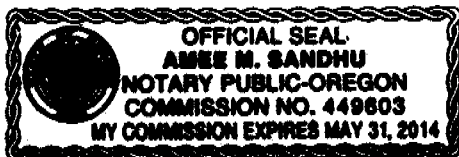
Personally appeared before me this 10TH day of August, 2011,
the above-named Dennis J. Bennett, Trustee of the Dennis J.
Bennett Revocable Trust, and acknowledged the foregoing
instrument to be his voluntary act and deed.



BM 8-10-11

Notary Public for Oregon
My Commission expires: 6-23-14

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 10th day of August, 2011,
the above-named Teresa Bennett, Trustee of the Teresa Bennett
Revocable Trust, and acknowledged the foregoing instrument to be
her voluntary act and deed.



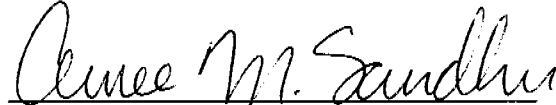

Notary Public for Oregon
My Commission expires: May 31, 2014

EXHIBIT "A"
Bennett Property

A PORTION OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF TENTH STREET AND THE SOUTHERLY LINE OF PINE STREET; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF TENTH STREET 125.3 FEET; THENCE SOUTHERWesterly PARALLEL WITH PINE STREET 96.92 FEET TO THE EASTERLY LINE OF NINTH STREET; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF NINTH STREET 129.04 FEET, MORE or LESS, TO THE SOUTHERLY LINE OF PINE STREET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY Line OF PINE STREET; 127.5 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Tax Parcel Number: R413840

EXHIBIT "B"
Hohman Property

All that portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls; and running thence, Northeasterly along the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less to the point of beginning.

Property ID No.: R413831

Map Tax Lot No.: R-3809-032AA-08900-000

