



2013-014172
Klamath County, Oregon
12/30/2013 02:44:55 PM
Fee: \$62.00

After Recording Return To:

Jody M. McCormick.
WITHERSPOON • KELLEY
422 W. Riverside Avenue
Suite 1100
Spokane, WA 99201-0300

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement"), dated December 28, 2013, is executed by R. KIM SHORT, who is the court appointed receiver for LAKESIDE MOBILE HOME & RV PARK, INC. ("Grantor"), for the benefit of STERLING SAVINGS BANK ("Grantee").

RECITALS

A. Grantor is the court appointed receiver in the pending Oregon State Court Case of Sterling Savings Bank v. Lakeside Mobile Home & R.V. Park, Inc. and others, Klamath County Case No. 12-02-311CV.

B. Grantor controls real property owned by Lakeside Mobile Home & RV Park, Inc. located at 4850 Wocus Road, Klamath Falls, Oregon, and legally described as Exhibit "A" attached hereto and by this reference incorporated herein (the "Burdened Property").

C. Grantee acquired the real property located at 4851 Highway 97 N, Klamath Falls, Oregon aka 4894 Wocus Road, Klamath Falls, Oregon and legally described as Exhibit "B" attached hereto and by this reference incorporated herein (the "Benefitted Property") at a trustee's sale pursuant to a power of sale granted in that certain deed of trust dated July 17, 2007 from 97 North Storage, LLC recorded on July 19, 2007, in the Records of Klamath County, Oregon under Document No. 2007-012823, as thereafter amended (the "Deed of Trust").

D. The Benefitted Property contains a wall which was constructed along its border with the Burdened Property. The substructure of the wall encroaches upon the Burdened Property as described in Exhibit C attached hereto and by this reference incorporated herein.

E. Grantor desires to grant to Grantee an easement on the Burdened Property for the benefit of the Benefitted Property for any encroachment of the substructure of the wall as set forth herein.

Grant

AGREEMENT

For good and valuable consideration the receipt of which is acknowledged, Grantor agrees as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated as if set forth fully herein.

2. **Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement appurtenant to the Benefitted Property and to the detriment of the Burdened Property, as set forth on Exhibit C, for the purpose of allowing the continued encroachment of the substructure of the wall and to allow Grantee access to a sufficient amount of land on Grantor's side of the wall for maintenance, repair, or removal of the wall.

3. **No Interference.** Grantee shall not interfere with the day-to-day use, maintenance, occupation, or operation of the Burdened Property.

4. **Termination; Amendment.** This Agreement shall terminate only upon mutual written agreement between Grantor and Grantee or their successors and assigns or if the wall is removed. This Agreement may be amended only by an instrument in writing executed by Grantor and Grantee or their successors and assigns.

5. **Binding Effect; Assignment.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. It is the parties intention that the rights provided by this Agreement will run with the Benefitted Property.

GRANTOR:

LAKESIDE MOBILE HOME & RV PARK, INC.

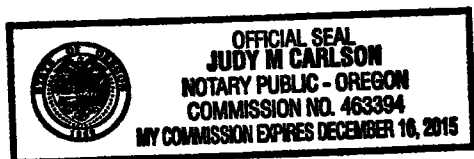


R. Kim Short
Court Appointed Receiver

STATE OF OREGON)
County of Lane) ss.

I certify that I know or have satisfactory evidence that R. Kim Short is the person who appeared before me, and said person acknowledged that he is authorized to sign this instrument as receiver for Lakeside Mobile Home & RV Park, Inc. and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: December 28, 2013.



Judy M. Carlson
PRINT NAME: Judy M. Carlson
NOTARY PUBLIC in and for the State of
Oregon, residing at Eugene
My appointment expires: 12/16/2015

Exhibit A
Legal Description of Burdened Property

The following described property in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Westerly right of way line of the Old Dalles-California Highway which bears North 89° 42' West 770.8 feet; thence South 6° 2' West 343.1 feet from 1/4 corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence along Westerly line of highway South 6° 2' West 575.3 feet; thence South 16° 26' West 73.8 feet; thence North 89° 42' West 475.4 feet; thence along the forty line North 2° 32' East 643.8 feet; thence South 89° 42' East 528.4 feet to the place of beginning, being a portion of the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian.

EXCEPTING therefrom that portion lying Westerly of the Oregon State Highway described in Volume 272 Page 92, deed records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING that portion lying within the boundaries of the Oregon State Highway as described in Volume 135 Page 571, deed records of Klamath County, Oregon.

Tax Parcel Number: R431232 and M33047

Exhibit B
Legal Description of Benefitted Property

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the westerly right of way line of the original Dalles-California Highway (now known as Wocus Road) which lies North $89^{\circ} 42'$ West a distance of 770.8 feet and South $6^{\circ} 02'$ West a distance of 181.6 feet from the iron pin which marks the quarter section corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian and running thence; continuing South $6^{\circ} 02'$ West along the westerly right of way line of the original Dalles-California Highway a distance of 161.5 feet to an iron pin; thence North $89^{\circ} 42'$ West parallel to the north line of said Section 18 a distance of 528.4 feet to an iron pin on the 40 line; thence North $2^{\circ} 32'$ East along the 40 line a distance of 160.7 feet to an iron pin; thence South $89^{\circ} 42'$ East parallel to the north line of said Section 18 a distance of 538.1 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the State of Oregon, by and through its State Highway Commission by deed recorded in Volume 135 Page 324, deed records of Klamath County, Oregon.

AND EXCEPTING THEREFROM any portion thereof lying west of the relocated The Dalles-California Highway (U.S. Highway 97.)

ADKINS

CONSULTING
ENGINEERING, LLP

Engineers



Planners



Surveyors



Testing

Wall/Footing Easement Description

A strip of land situated in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being the North 5.00 feet of that property described as Parcel 2 in Klamath County Deed Volume M05-62810 lying Easterly of the East right-of-way line of the Dalles-California Highway (U.S. Highway 97) and more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Wocus Road which bears North 89°42' West 770.8 feet; and South 06°02' West 343.1 feet from the 1/4 corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence along said right-of-way line South 06°02' West 5.03 feet; thence North 89°42' West 376.8 feet to the East right-of-way line of the Dalles-California Highway (U.S. Highway 97); thence northwest along said right of way line 5.03 feet to the northwest corner of that property described as Parcel 2 in Klamath County Deed Volume M05-62810 lying Easterly of the East right-of-way line of the Dalles-California Highway (U.S. Highway 97); thence South 89°42' East 377.80 feet to the point of beginning.