

FORM No. VIA-GENERAL EASEMENT.

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WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit: PLEASE SEE ATTACHED EXHIBIT "A" Its initiates attraction of the initiate	WHEREAS: The first party is the	line collect the second s
MERCEAS: The first party is the record owner of the following described real estate inKlamathCounty_State of Oregon, to wit: PLEASE SEE ATTACHED EXHIBIT "A" Note that party marks at the seasement hereinalter described relative to the real estate; NOW_THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party Mathematical other valuable considerations, the receipt of all of which hereby is acknowledged by the first party does hereby grant, assign and set over to the second party all 60 foot easement for ingress and egress as shown on Survey Map No. 2579 as recorded in the Klamath County Surveyors office appurtenant to the real property of the second party, to wit: PLEASE SEE ATTACHED EXHIBIT "B" AGREEMENT FOR EASEMENT BITWEN	WHEREAS: The first party is the v, State of Oregon, to-wit:	Winnergente.
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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 hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

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described as follows:

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If this easement is for a right of way over or across the real estate, the center line of the easement is

During the existence of this easement, maintenance of the easement and costs of repair of the easement 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 being responsible for ______% and the second party being responsible for ______% and the second party should total 100.)

During the existence of this easement, those holders of an interest in the easement that 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

immediate parties hereto but also their respective heirs, executors, administrators and successors in interest. In construing this agreement, where the context so requires, the singular includes the plural and all gram-

matical 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 this, the day and

Robert M. Connelly	Grey Hart
Christine Driconnelly STATE OF OREGON,	Second Party STATE OF OREGON, State of Oregon, Sa.
This instrument was acknowledged belore me on	This instrument was acknowledged before ne o
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name(s) is/are subscribed to the within instrument same in his/her/their authorized capacity(ies), and person(s), or the entity upon behalf of which the pe	basis of satisfactory evidence) to be the person(s) whose and acknowledged to me that he/she/they executed the that by his/her/their signature(s) on the instrument the erson(s) acted, executed the instrument
WITNESS my hand and official seal.	2
Signature MAN AN Se	ALLAURA KAY ALLEN NOTARY PUBLIC-CALIFORNIA
FD-1 (Revised 1/93)	Principal Office in El Corado County My Commission Expires June 23, 1995

EXHIBIT "A" LEGAL DESCRIPTION

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A parcel of land which lies in the S1/2 of Section 20 and the E1/2 W1/2 and W1/2 E1/2 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

The SW1/4 SE1/4 and the SW1/4 of Section 20, and the E1/2 W1/2 and the W1/2 E1/2 of Section 29. All lying in Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM: the Northerly 580 feet of the NE1/4 SW1/4, that portion of land lying within the Klamath County Malin-Bonanza Road right-of-way, in said Section 20; that portion of land of Major Land Partition No. 13-71, as shown on Record of Survey No. 2579, which lies within the East half of the West half said of Section 29; the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of said Section 29.

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EXHIBIT "B"

A tract of land situated in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the C-W 1/16 corner, said corner being South 89 degrees 58' 36" East 1319.48 feet from the West 1/4 corner of said Section 29; thence North 00 degrees 17' 46" East along the West line of said SE 1/4 of the NW 1/4 115.59 feet; thence North 73 degrees 20' 20" East 957.96 feet; thence South 16 degrees 39' 40" East 300.00 feet; thence South 73 degrees 20' 20" West 1049.43 feet to the West line of the said NE 1/4 of SW 1/4; thence North 00 degrees 17' 46" East 198.04 feet to the point of beginning. TOGETHER WITH and subject to a 60 foot easement for ingress and egress as shown on Survey Map No. 2579 as recorded in the Klamath County Surveyor's Office.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

PEPPEPPPPPPPPPPP State of ンか County of 31. 199 before me, Maril On TITLE OF OFFICER . E.G. personally appeared Ornelly an AME(S) OF SIGNER(S) Dersonally known to me - OR - Dereved to me on the basis of satisfactory evidence to be the person(s) whose name(s)) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ber/their authorized capacity(ies), and that by his/her/their OFFICIAL SEAL MARILYN R. MOORE signature(s) on the instrument the person(s), lotary Public-California SOLANO COUNTY or the entity upon behalf of which the y Commission Expires person(s) acted, executed the instrument. tober 14, 1995 WITNESS my hand and official seal. SIGNATURE OF NOTAR OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. **CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT** CORPORATE OFFICER TITLE OR TYPE OF DOCUMENT TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT NUMBER OF PAGES TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER. DOCUMENT SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) OTHER THAN NAMED ABOVE THE CONTRACTOR OF THE ©1993 NATIONAL NOTARY ASSOCIATION • 8236 Reminet Ave., P.O. Box 7154 • Canoga Park, CA 91309-7184 STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of . Mountain Title Company 14th the day of November _ A.D., 19 <u>94</u> at 2:57 Ρ. o'clock M., and duly recorded in Vol. _ M94 of Deeds on Page Evelyn FEE

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