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Vol. 118 Page 14628

EASEMENT

Between

Donald I. Klem
Velma A. Klem

And

Mervin Woodard
Evelyn Woodard

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

Mervin Woodard
2552 Watson St
Klamath Falls, OR 97603SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Records of said County.Witness my hand and seal of County
affixed:

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this 21st day of April, 1998, by and
between Donald I. Klem and Velma A. Klem, husband & wife
hereinafter called the first party, and Mervin Woodard and Evelyn Woodard, husband & wife
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:The Westerly 116 feet of Lots 23 and 24, Piedmont Heights in the County
of Klamath and State of Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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 20 foot wide easement for the construction, operation,
maintenance, repair and replacement of an irrigation system for Lot 27,
Piedmont Heights as officially platted and recorded in the records of
Klamath County, Oregon, being more particularly described as follows:The westerly 20 feet of Lot 24, Piedmont Heights as officially
platted and recorded in the records of Klamath County, Oregon.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

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

NONE

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:

N/A

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

Donald I. Klem
Donald I. Klem

Velma A. Klem
Velma A. Klem FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 4-21-98, 19 98

by Donald I. Klem / Velma A. Klem

This instrument was acknowledged before me on _____, 19 _____,

by _____,

as _____,

of _____.

Jo Ann Shotwell
Notary Public for Oregon
My commission expires August 25, 2000

Mervin Woodard
Mervin Woodard

Evelyn Woodard
Evelyn Woodard SECOND PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 4-21-98, 19 98

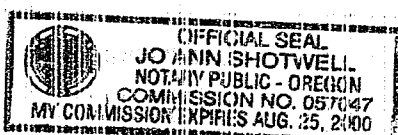
by Mervin Woodard / Evelyn Woodard

This instrument was acknowledged before me on _____, 19 _____,

by _____,

as _____,

of _____.



Jo Ann Shotwell
Notary Public for Oregon
My commission expires August 25, 2000

14630

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 1st day
of May A.D., 19 98 at 10:31 o'clock A M., and duly recorded in Vol. M98,
of Deeds on Page 14628.

FEE \$40.00

Bernetha G. Letsch, County Clerk
By Kathleen Rosen