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FORM NO. 829 - EASTMENT.

COPYTICHY 1998 STEVENS NESS LAW FUELISHING CO., PORTLAND, CR 97204 6.80 59562 % JN 10 P339 Vol\_M98 Page\_ 19817 3 SINTE OF OREGON. EASEMENT 1444 section surger in the Back County of .... Certify that the within instrument م مراجع من محمود م م Finnesse was received for record on the \_\_\_\_\_ day of \_\_\_\_\_ \_\_\_\_\_, 19\_\_\_\_, at Ralph E. Pattersion 2007 Homedale Rd. 11月1日 8 book/reel/volume No. \_\_\_\_\_ on page Klamath Falls, Or. 97603 SPACH RESERVED and/or as fee/file/instru-And EOG. ment/microfilm/reception No. Lynn G Westwood & Lisa R. Westwood RECORDER'S USE Records of said County. P.O. Box 924 Witness my hand and seal of County Klamath Falls, Or. 97601 affixed. After recording, return to (Henie, Address, 21p); Lynn G Westwood & Lisa R. Westwood MALAF P.O. Box 924 ΠĒ Klamath Falls, (r. 97601 By \_\_\_\_ Deputy. THIS AGREEMENT made and entered into this \_\_\_\_\_ 10th \_\_\_\_\_ day of June , 19 98 , by and

-55

between Ralph L. Parterson hereinafter called the first party, and Lynn G Westwood & Lisa R. Westwood

, 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:

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Lot 12 Block 64 of Klamath Falls Forest Estates, Highway 66 Unit, Plat NO. 3.  $[\gamma] = \frac{1}{2(2\pi)}$ 

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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 \$ 10,00 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 Ingress - Egrass Easement over the north 10 feet of Lot 12 Block 64 of Klamath Falls Forest Estates, Highway 66 Unit, Plat. No. 3. descent in provide the provider the second ponet principal approximation and contract the principal and all the particular sectors of queen spin on

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The second standard member is set on the member was presed and an also here the first and such the second prese (Insert a full description of the nature and type of easement granted by the first purty to the second party.) t tiller skot sport for parts (OVER) 10:33 21

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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 strond party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

TOX: H

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 sec-

ond party's use of the rights herein granted. The period of this easement shall be \_\_\_\_\_perpatual\_\_\_\_\_, always subject, however, to the following specific con-

ditions, restrictions and considerations:

See other side for description.

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; [3 the second party; □ both parties, share and share alike; □ both parties, with the first party responsible for \_\_N/A\_\_\_\_% and the second party responsible for \_\_N/A\_\_\_\_%. (If the last alternative is selected, the percentages allocated to each party should tote 100.)

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 expanse.

necause or negligence or aonormal ese shall lepan the banefit of, as the circumstances may require, not only the parties hereto but also 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

Incit respective neurs, executors, automistrators, assigns, and successors in indicate 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 WHERAOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

10 th E. Patterson FIRST PARTY LAMAT STATE OF OREGON, County of 1 This instrument was acknowledged before sie on PATTERSON RALPH E This instrument was acknowledged before the cn. KALPH 57 :85 DONALD J. TORRIE NOTARY PUBLIC - OREGON COMMISSION NO. GENERAL Notary Public for Oregon IN EXPIRES OCTOBER 14, 2011 My commission expires THE STATE W 5.58 62 1 WOODECOM STATE OF OREGON, County of .... This instrument was acknowledged before me on -2 LISA R YNN G WESTWOOD by This instrument was acknowledged before me on <u>102</u> Yan a: <u>WESTIMOOD</u> I USA R Èν 85 of OFFICIAL SEAL DONALD J. TOPRIE Notary Public for Oregon My commission expires NOTARY PUBLIC - OREGON COMMISSION NO. 304311 CHAMISSION EXPRES OCTOBER 14, 2001 alle Bertike STATE OF OREGON: COUNTY OF KLAMATH : SS. day 10th the Lvon A. Hestwood Filed for record at request of P.M., and duly recorded in Vol. \_\_M98 A.D., 19 98 at 3:39 o'elock June 19817 on Page Deeds By Kother Berneth G. Leisch, County Clerk \$35.00 FEE