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Vol. 198 Page 19817

EASEMENT

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/instrument/microfilm/reception No. \_\_\_ Records of said County.

Witness my hand and seal of County affixed.

By \_\_\_ Deputy.

SPACE RESERVED FOR RECORDER'S USE

Between Ralph E. Patterson 2007 Homedale Rd. Klamath Falls, Or. 97603 And Lynn G Westwood & Lisa R. Westwood P.O. Box 924 Klamath Falls, Or. 97601 After recording, return to (Name, Address, Zip): Lynn G Westwood & Lisa R. Westwood P.O. Box 924 Klamath Falls, Or. 97601

THIS AGREEMENT made and entered into this 10th day of June, 1998, by and between Ralph E. Patterson 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:

Lot 12 Block 64 of Klamath Falls Forest Estates, Highway 66 Unit, Plat NO. 3.

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 - Egress Easement over the north 10 feet of Lot 12 Block 64 of Klamath Falls Forest Estates, Highway 66 Unit, Plat. NO. 3.

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

(OVER)

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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 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 perpetual, always subject, however, to the following specific conditions, 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;  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 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.

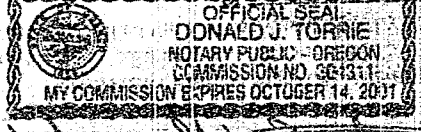
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Ralph E. Patterson  
Ralph E. Patterson

FIRST PARTY

STATE OF OREGON, County of KLAMATH ss.  
This instrument was acknowledged before me on JUNE 10, 1998,  
by RALPH E. PATTERSON  
This instrument was acknowledged before me on JUNE 10, 1998,  
by RALPH E. PATTERSON  
as \_\_\_\_\_

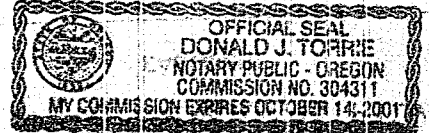


Donald J. Torrie  
Notary Public for Oregon  
My commission expires 10-14-2001

Lynn G. Westwood  
Lynn G. Westwood

Lisa R. Westwood  
Lisa R. Westwood (SECOND PARTY)

STATE OF OREGON, County of KLAMATH ss.  
This instrument was acknowledged before me on JUNE 10, 1998,  
by LYNN G. WESTWOOD & LISA R. WESTWOOD  
This instrument was acknowledged before me on JUNE 10, 1998,  
by LYNN G. WESTWOOD & LISA R. WESTWOOD  
as \_\_\_\_\_  
of \_\_\_\_\_



Donald J. Torrie  
Notary Public for Oregon  
My commission expires 10-14-2001

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lynn A. Westwood the 10th day of June, A.D., 1998 at 3:39 o'clock P.M., and duly recorded in Vol. M98 of Deeds on Page 19817

FEE \$35.00

By Kathleen Kraus  
Bernetha G. Letsch, County Clerk