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'98 JUN 18 A10:28

Vol. 1148 Page 20926

60098 **EASEMENT**

STATE OF OREGON

County of _____

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

NAME _____

TITLE

By _____ Deputy.

THIS AGREEMENT made and entered into this 18TH day of JUNE, 1998, by and between Elsie Irene Spears Trustee Elsie Irene Spears Loving Trust hereinafter called the first party, and Wilbert Skinner and Relia Skinner

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcels 1 and 3 of that tract of land described in Klamath County Deed Records volume M97 page 27750.

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 \$ 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:

The west 16 feet of the lands described as parcels 1 and 3 in Klamath County Deed Records volume M97 page 27750.

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

Easement to be used for construction and maintenance of sanitary sewer service for parcels 1, 2, and 3 of "Land Partition 26-97" and any future development thereunto.

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:

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

Elsie Spears

FIRST PARTY

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on JUNE 18, 1998, by ELSIE SPEARS

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

by _____

as _____

of _____



OFFICIAL SEAL
SANDRA L. ENSOR
NOTARY PUBLIC-OREGON
COMMISSION NO. 060037
MY COMMISSION EXPIRES DEC. 8, 2000

commission expires 12/8/2000

Bella Skinner

Wilbert Skinner

SECOND PARTY

STATE OF OREGON, County of KLAMATH) ss.

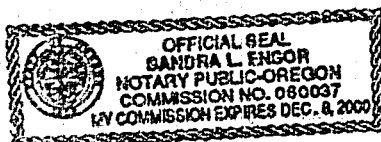
This instrument was acknowledged before me on JUNE 18, 1998, by BELLA SKINNER + WILBERT SKINNER

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

by _____

as _____

of _____



OFFICIAL SEAL
SANDRA L. ENSOR
NOTARY PUBLIC-OREGON
COMMISSION NO. 060037
MY COMMISSION EXPIRES DEC. 8, 2000

Notary Public for Oregon

My commission expires 12/8/2000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Tru-Line the 18th day of June A.D., 1998 at 10:28 o'clock A. M., and duly recorded in Vol. M98 of Deeds on Page 20926.

Bernetha G. Letsch, County Clerk

FEE \$35.00
1.00 copy

By Kathleen Roca