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EASEMENT

Between
Lewis and Patricia Kaehn
PO Box 313
Crescent, OR 97733
And
Roy C. and Patricia L. Sigler
PO Box 777
Gilchrist, OR 97737
Also recording, return to name, address, zip:
Elizabeth Williams
PO Box 457
Crescent OR 97733

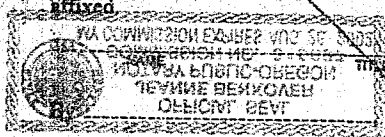
K53048

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



Deputy

THIS AGREEMENT made and entered into this ninth day of October, 1998, by and between Lewis and Patricia Kaehn hereinafter called the first party, and Roy C. and Patricia L. Sigler 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:

Legal Description: for that portion of Tax Lot 500 that will provide access to Tax Lot 1300 situated in the SW 1/4 SE 1/4 of Section 36 Township 24 South, Range 8 East of the Willamette Meridian.

Beginning at a point which is 40 feet North of the Northwest corner of the SW 1/4 SE 1/4 of Section 36 Township 24 South, Range 8 East of the Willamette Meridian; thence Easterly and 40 feet parallel to the North Line of the SW 1/4 SE 1/4 to the Westerly right of way line of The Dalles California Highway; thence Southwesterly along said highway to a point which is 335 feet North of the North line of Kaehn Road; thence Westerly to a point 787.5 feet more or less from the West right of way of said highway; thence South to the North line of Kaehn Road; thence West along said North line of said road to a point 656 feet more or less from the center section line; thence North 295 feet; thence West 302 feet to a point which is the True Point of Beginning; thence South 295 feet to the North line of Kaehn Road; thence West 50 feet; thence North 295 feet to a point; thence East to the True Point of Beginning.

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 \$100.00 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:

Beginning at a point which is 40 feet North of the Northwest corner of the SW 1/4 SE 1/4 of Section 36 Township 24 South, Range 8 East of the Willamette Meridian; thence Easterly and 40 feet parallel to the North Line of the SW 1/4 SE 1/4 to the Westerly right of way line of The Dalles California Highway; thence Southwesterly along said highway to a point which is 335 feet North of the North line of Kaehn Road; thence Westerly to a point 787.5 feet more or less from the West right of way of said highway; thence South to the North line of Kaehn Road; thence West along said North line of said road to a point 656 feet more or less from the center section line; thence North 295 feet; thence West 302 feet to a point which is the True Point of Beginning; thence South 295 feet to the North line of Kaehn Road; thence West 50 feet; thence North 295 feet to a point; thence East to the True Point of Beginning.

NOTE

(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 in perpetuity, 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:

see exhibit A

and the second party's right of way shall be parallel with the center line and not more than 25' 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 0 % and the second party responsible for 100 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

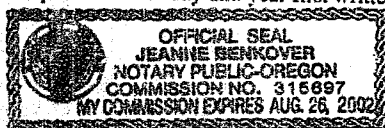
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

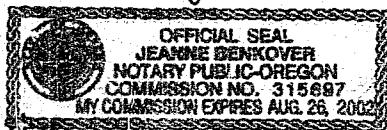
Lewis A. Kaehn
Patricia A. Kaehn
 FIRST PARTY



STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on October 9, 1998,
 by Lewis A. Kaehn
 This instrument was acknowledged before me on October 9, 1998,
 by Patricia A. Kaehn
 as owners
 of Lot 900

[Signature]
 Notary Public for Oregon
 My commission expires August 26, 2002

[Signature]
[Signature]
 SECOND PARTY



STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on October 9, 1998,
 by Roy Sigler
 This instrument was acknowledged before me on October 9, 1998,
 by Patricia Sigler
 as owners
 of Lot 1300

[Signature]
 Notary Public for Oregon
 My commission expires August 26, 2002

000001

38502

38707

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 22nd day
of October A.D., 19 98 at 11:03 o'clock A.M., and duly recorded in Vol. M98,
of Deeds on Page 38705.

FEE \$40.00

By Bernetha G. Leisch, County Clerk
Kathleen Rose