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74182

EASEMENT

Between

John Mills and Lillian Mills

And

Herman Warren Anderson and Deborah Ann Anderson

SPACE RESERVED
FOR
RECORDERS USE

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

UNITED STATES OF AMERICA - WETLANDS RESERVE PROGRAM

1720 S.W. Third Avenue

Portland Oregon 97204

attn: Rene Walls

Vol. 199 Page 4247

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.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this February 1, day of February, 1999, by and between JOHN MILLS AND LILLIAN MILLS hereinafter called the first party, and HERMAN WARREN ANDERSON AND DEBORAH ANN ANDERSON 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:

A parcel of land situated in Section 11 in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

The West one-half and the Southeast one-quarter of said Section 11, or Government Lots, 3, 4, 5, 6, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32.

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 ~~other than money~~ 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 30 foot easement over the existing road that takes off from Godowa Springs Road in an easterly and southerly direction on property situate in the West one-half and the Southeast one-quarter of Section 11, in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. Said easement is appurtenant to the real property shown as exhibit "A" attached hereto and made a part hereof.

(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 ~~XXXXXXXXXX~~ *, always subject, however, to the following specific conditions, restrictions and considerations:

THIS EASEMENT SHALL RUN WITH THE REAL PROPERTY IN THE SALE FROM THE SECOND PARTY TO THE UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation AND INCLUDED IN THE WARRANTY EASEMENT DEED AND SHALL EXPIRE AND BECOME NULL AND VOID AT SUCH TIME AS THE WARRANTY EASEMENT DEED EXPIRES. THE WARRANTY EASEMENT THAT IS GRANTED IS IN REGARDS TO THE WETLANDS RESERVE PROGRAM.

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.

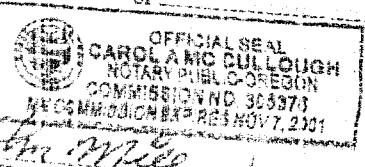
During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ 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.

John Mills
JOHN MILLS
Lillian Mills
LILLIAN MILLS

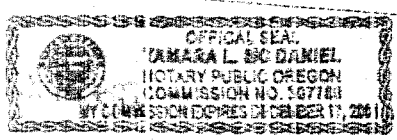
STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on _____ ss. Feb. 1, 19 99,
by JOHN MILLS and LILLIAN MILLS
This instrument was acknowledged before me on _____, 19 _____,
by _____,
as _____,
of _____.



Carol A. McCullough
Carol A. McCullough
Notary Public for Oregon
My commission expires Nov. 7, 2001

Herman Warren Anderson
HERMAN WARREN ANDERSON
Deborah Ann Anderson
DEBORAH ANN ANDERSON

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on _____ ss. February 4, 19 99,
by Herman Warren Anderson and Deborah Ann Anderson
This instrument was acknowledged before me on _____, 19 _____,
by _____,
as _____,
of _____.



Tamara L. McDaniel
Tamara L. McDaniel
Notary Public for Oregon
My commission expires 12/17/01

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Government Lots 3, 4, 5, 6, 11, 12, 13, 14 and 19 of Section 13, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM all that portion of Lot 19 of Section 13, Township 35 South, Range 12 East of the Willamette Meridian which lies South of the Oregon, California & Eastern Railway right of way and West of the East line of Sprague River.

The NE1/4 of Government Lots 1, 2, 7, 8, 9, 10, 15 and 16 of Section 14, Township 36 South, Range 12 East of the Willamette Meridian.

EXCEPTING THEREFROM:

Beginning at the South quarter corner of Section 14, Township 36 South, Range 12 East of the Willamette Meridian; thence running North a distance of 2640 feet to the center of said Section 14, which is the true point of beginning. From the true point of beginning running North 762 feet to the Southerly boundary of the right of way of the Oregon, California & Eastern Railway Company; thence along said right of way boundary South 70 degrees 00 East a distance of 1523.5 feet; thence on a 5879.7 foot radius curve to the left a distance of 510 feet; thence North a distance of 50.6 feet; thence South 76 degrees 52' East a distance of 609.5 feet to the intersection of the South line of said quarter section; thence West along the South line of said quarter section, a distance of 2508.5 feet to the point of beginning, being a portion of Lots 10, 15 and 16 of Section 14, Township 36 South, Range 12 East of the Willamette Meridian.

SAVING AND EXCEPTING from all the above-described property that portion thereof lying within the right of way of the Oregon, California and Eastern Railway.

PARCEL 2:

The following portions of Section 13, Township 36 South, Range 12 East of the Willamette Meridian: That portion of Government Lot 20 lying North of the OC&E Railroad Right of Way; That portion of Government Lot 22 lying North of the Sprague River; That portion of Government Lot 19 lying East of the Sprague River. ALSO that portion of Government Lot 19 lying West of the East line of the Sprague River, which lies North of the OC&E Railroad Right of Way.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 4th day
of February A.D. 1999 at 3:23 o'clock P. M., and duly recorded in Vol. M99
of Deeds on Page 4247

Linda Smith, County Clerk

by Kathleen Bess

FEES

\$40.00