

NS

## EASEMENT

Between

Newman, Daron S. and Quincy

And

Fernelund, Earl F. and Carolyn L.

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

Earl F. and Carolyn L. Fernelund  
7711 Hwy 66

Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

K53826

Vol. M99 Page 38090  
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/instru-  
ment/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 \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 19\_\_99, by and  
between \_\_\_\_\_ Daron S. Newman and Quincy Newman  
hereinafter called the first party, and \_\_\_\_\_ Earl F. Fernelund and Carolyn L. Fernelund  
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:

Beginning at the Section corner common to Sections 32 and 33, Township 39 South,  
Range 9 E.W.M. and Sections 4 and 5, Township 40 South, Range 9 E.W.M.; thence  
North along the West line of Section 33, 1342.29 feet to a point; thence East along the  
1/16 corner line 530.0 feet to a point; thence South 882.29 feet to a point; thence  
East 500.0 feet to a point; thence South 460.0 feet to a point on the South  
Section line of Section 33; thence West along the South Section line of Section 33,  
1030 feet to the point of beginning. Saving and Excepting any portion lying  
within the boundaries of any roads or highways.

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 \$ \_\_\_\_\_ N/A \_\_\_\_\_ 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:

an easement for an irrigation ditch across the above mentioned property commencing  
at a point at the irrigation gate on Tingley Lane at a point southerly of an  
existing fence; thence southerly and parallel with the fence line to its terminus  
on the Easterly boundary of the above mentioned property

(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:

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 TEN 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.

Daron S. Newman  
Daron S. Newman

Quincy Newman  
Quincy Newman FIRST PARTY

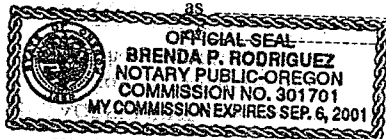
STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on April 11 September 23, 19 99.

by Daron S. Newman and Quincy Newman

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_.

as \_\_\_\_\_



Brenda P. Rodriguez  
Notary Public for Oregon

My commission expires 9-6-01

Earl F. Fernlund

Carolyn L. Fernlund

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on April, 19 00.

by Earl F. Fernlund and Carolyn L. Fernlund

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_.

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

State of Oregon, County of Klamath  
Recorded 9/24/99, at 3:07 p. m.  
In Vol. M99 Page 38090  
Linda Smith,  
County Clerk

Fee \$ 35.00

Notary Public for Oregon

My commission expires \_\_\_\_\_