

1999 OCT 21 AM 8:34

NN

EASEMENT

Vol M99 Page 41859

STATE OF OREGON,

County of

ss.

Between
DEVUGHN LINDSEY TRUSTEE
LOIS H. LINDSEY TRUSTEE
LINDSEY TRUST DATED APRIL 18, 1995

And

LLOYD LIST
JOAN LIST
21047 DERSON R. Anderson Co.

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

96007

SPACE RESERVED
 FOR
 RECORDER'S USE

I certify that the within instrument was
 received for recording on _____
 at _____ o'clock _____ M., and recorded in
 book/reel/volume No. _____ on page _____
 and/or as fee/file/instrument/microfilm/reception
 No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy.

THIS AGREEMENT made and entered into on September 1999
 between DEVUGHN AND LOIS LINDSEY, hereinafter called the first party, and LLOYD AND JOAN LIST, 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:

PROPERTY I.D. R354333

LEGAL: TOWNSHIP 36 RANGE 12 SECTION 35

T3612-00000 TAY LOT 12700

E 1/2 SE 1/4 SW 1/4 ACRES 20

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 \$1.00 ONE DOLLAR 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 Right for Vehicular ingress and egress AND RIGHT OF WAY OF
 Property Along A STRIP OF land 20 FEET in width,
 SITUATED in the Willamette Meridian, Klamath County,
 Oregon IN THAT PORTION OF SECTION 35, TOWNSHIP 36,
 RANGE 12, E 1/2, SE 1/4, SW 1/4. RESERVATIONS, RESTRICTIONS,
 RIGHTS - OF - WAY OF RECORD, and those APPARENT ON THE
 LAND. This easement AND RIGHT - OF - WAY GRANTED IN
 THIS EASEMENT SHALL BE UPON EXISTING ROAD, FOR VEHICULAR
 TRAFFIC AND COMMON UTILITIES, SUCH AS GAS, ELECTRIC,
 TELEPHONE AND SUCH

(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 perpetuity, 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 _____ 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 50 % and the second party responsible for 50 %. (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.

Lois A. Lindsey TRUSTEE
Lois A. Lindsey Trustee
 FIRST PARTY

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

Notary Public for Oregon

My commission expires _____

SECOND PARTY

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

Notary Public for Oregon

My commission expires _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

} ss.

On

Oct 14, 1999

before me,

Linda Noble Notary Public

personally appeared

Devaughn Lindsey and Lois A. Lindsey

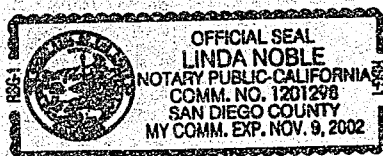
SIGNER(S)

☐ personally known to me

- OR -

☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Noble
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Easement

TITLE OR TYPE OF DOCUMENT

2

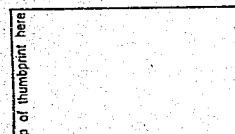
NUMBER OF PAGES

Oct 14, 1999

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
 OF
 SIGNER



State of Oregon, County of Klamath
 Recorded 10/21/99, at 8:34 a.m.
 In Vol. M99 Page 41859
 Linda Smith,
 County Clerk Fee\$ 4.00