

NS

K-54767V  
EASEMENT

Vol M99 Page 48164

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

SPACE RESERVED  
FOR  
RECORDER'S USE

Between 1999 DEC -7 PM 1:07

Howard And Sally West

And \_\_\_\_\_

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

1419 Homedale Rd  
Klamath Falls, Oregon 97603

K54767

THIS AGREEMENT made and entered into this 23rd day of November, 1999, by and between Howard E. West and Sally A. West hereinafter called the first party, and Thomas J. Reid 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:

Commencing at a concrete monument marking the Northwest corner of said Lot 69 as the same was originally platted; thence North 89°51'27" East, 5.00 feet to a 1/2 inch iron pin on the Easterly right of way line of Homedale Road as the same now exists; thence South 00°03'47" West along said right of way line 136.02 feet to a 1/2 inch iron pin marking the point of beginning of this description; thence leaving said right of way line North 89°49'59" East 355.00 feet to a 1/2 inch iron pin; thence South 00°03' 47" West 60.00 feet; thence South 89°49'59" West 355.00 feet to a 1/2 inch iron pin on said right of way; thence North 00°03'47" East along said right of way to the 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 \$ None 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 undivided 25% interest in an easement over and across the above described property.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)  
(OVER)

K35



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:

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:

\*\*\* It is understood between parties that no expenditure over \$100.00 shall be made without the consent of the majority of all parties.

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 75% and the second party responsible for 25%. (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.

Howard E. West

Sally A. West

FIRST PARTY

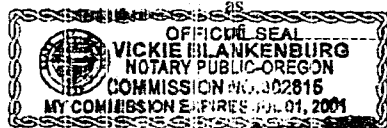
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on November 23rd, 1999,

by Howard E. West and Sally A. West

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

by \_\_\_\_\_



Vickie Blankenburg  
Notary Public for Oregon  
My commission expires 7-01-2001

Thomas J. Reid

SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on November 23rd, 1999,

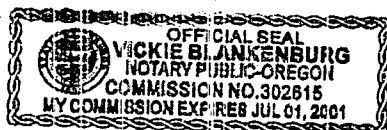
by Thomas J. Reid

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Vickie Blankenburg  
Notary Public for Oregon  
My commission expires 7-01-2001

State of Oregon, County of Klamath

Recorded 12/07/99, at 1:07 p.m.

In Vol. M99 Page 48165

Linda Smith,

County Clerk

Fee \$ 35-