

NS

200 MAR 29 AM 9:56

Vol M00 Page 10173



EASEMENT

Between

Howard E. McGee, Jr.

And

Howard E. Sr, and Mary C. McGee

Walter L and Sally J McGee

SPACE RESERVED
FOR
RECORDER'S USE

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

Howard E McGee, Sr.

PO Box 182

Dairy, OR 97625

State of Oregon, County of Klamath
Recorded 3/29/00, at 9:56 a.m.
In Vol. M00 Page 10173
Linda Smith,
County Clerk Fee \$ 26⁰⁰

THIS AGREEMENT made and entered into this 25th day of March, 2000, by and between Howard E McGee, Jr., hereinafter called the first party, and Howard E McGee, Sr, Mary C McGee, Walter L McGee, and Sally J McGee, 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 tract of land situated in the SE4NE4 of Section 33, Twp38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, being more particularly described as follows: Beginning at a point on the East line of said SE4NE4 from which point the Northeast corner of said SE4NE4 bears North 00 degrees 02'28" East 300.00 feet; thence South 00 degrees 02'28" West, on said East line, 173.96 feet; thence South 71 degrees 11'50" West 582.82 feet; thence South 80 degrees 57'06" West 776.32 feet to a point on the West line of said SE4NE4; thence North 00 degrees 13'13" East on said West line, 137.61 feet to the Easterly line of a tract of land described in Deed Volume 47 at page 593, Klamath County Deed Records; thence Northeasterly along said Easterly line to a point on the North line of said SE4NE4; thence North 89 degrees 29'53" East on said North line, 591.88 feet to the Northwest corner of a tract of land described in Deed Volume M78, page 3585, Klamath County Microfilm Records; thence South 00 degrees 02'28" West on the West line of the last mentioned tract of land, 300.00 feet to the Southwest corner thereof; thence North 89 degrees 29'53" East on the South line of the last mentioned tract of land, 300.00 feet to the point of beginning of this description

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 \$ 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:

An easement 60.00 feet wide lying along the southerly boundary of the above described real property, and extending 885.00 feet westerly along that line, beginning on the southeast corner,

TOGETHER WITH

An easement along the existing all-weather road lying within the parcel

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

(OVER)

1 of 2



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:

First party agrees to allow second party to construct a new road within the 60 foot easement in the event that the existing road becomes unusable or not available.

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.

[Signature]

FIRST PARTY

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on March 28th, 2006
by HOWARD E. MCGEE JR

This instrument was acknowledged before me on _____, 19____
by _____
as _____
of _____



[Signature] SALLY J. MCGEE
SECOND PARTY

[Signature]
Notary Public for Oregon
My commission expires 2/24/08

[Signature] HOWARD E. MCGEE JR
[Signature] WALTER L. MCGEE
[Signature] MARY C. MCGEE

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on 28 March, 2006
by _____

This instrument was acknowledged before me on _____, 19____
by _____
as _____
of _____



[Signature]
Notary Public for Oregon
My commission expires 2/24/04