

NN

EASEMENT

Vol. M00 Page 25991

200 JUL 17 PM 3:12

Between

SAXON'S MASONRY, INC.
 4740 Main Str., Suite A
 Springfield, Or 97478

And

same as above

SPACE RESERVED
 FOR
 RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 07/17/00, at 3:12 p.m.

In Vol. M00 Page 25991

Linda Smith,

County Clerk

Fee \$ 26.00

puty.

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

same as above

C00-60

THIS AGREEMENT made and entered into on June 28, 2000, by and
 between SAXON'S MASONRY, INC. an Oregon corporation
 hereinafter called the first party, and SAXON'S MASONRY, INC., an Oregon corporation
 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 29, 30, 31, AND 32,
 TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THENCE
 ALONG THE LINE COMMON TO SAID SECTIONS 29 AND 32, NORTH 89° 47' 03"
 EAST 1327.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
 ALONG SAID COMMON SECTION LINE, NORTH 89° 47' 03" EAST 331.87 FEET;
 THENCE SOUTH 0° 10' 26" WEST 664.67 FEET; THENCE SOUTH 89° 50' 28"
 WEST 331.71 FEET; THENCE NORTH 0° 09' 36" EAST 664.34 FEET TO THE TRUE
 POINT OF BEGINNING IN KLAMATH COUNTY, OREGON.

THE ABOVE DESCRIPTION IS BASED ON MAJOR LAND PARTITION "NO. 79-31
 SCHONCHIN" ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY,
 OREGON.

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: for ingress and
 egress, for road purposes and for utility purposes over, across and under the following
 described parcel:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32,
 TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THENCE
 ALONG THE LINE COMMON TO SAID SECTIONS 29 AND 32, NORTH 89° 47' 03"
 EAST 1327.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING
 ALONG SAID COMMON SECTION LINE, NORTH 89° 47' 03" EAST 333.87 FEET;
 THENCE SOUTH 0° 10' 26" WEST 30.00 FEET; THENCE SOUTH 89° 47' 03" WEST
 333.86 FEET; THENCE NORTH 0° 09' 36" EAST 30.00 FEET TO THE TRUE POINT
 OF BEGINNING IN KLAMATH COUNTY, OREGON.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 14, 1978
 MARVIN S. KRUSH
 1643

MARVIN S. KRUSH
 JULY 14, 1978
 1643

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

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

(OVER)

1082



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: NONE

This easement is for a right of way over or across the real estate, ~~the center line of the easement is described as follows:~~
BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 36 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE LINE COMMON TO SAID SECTIONS 29 AND 32, NORTH 89° 47' 03" EAST 1327.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COMMON SECTION LINE, NORTH 89° 47' 03" EAST 333.87 FEET; THENCE SOUTH 0° 10' 26" WEST 30.00 FEET; THENCE SOUTH 89° 47' 03" WEST 333.86 FEET; THENCE NORTH 0° 09' 36" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING IN KLAMATH COUNTY, OREGON.

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.
SAXON'S MASONRY, INC.

Cecil Saxon Pres.
By CECIL SAXON, its ^{PRES}PRESIDENT

STATE OF OREGON, County of LANE) ss.
This instrument was acknowledged before me on _____,
by _____
This instrument was acknowledged before me on _____,
by CECIL SAXON
as PRESIDENT
of SAXON'S MASONRY, INC.

Pam Hipp
Notary Public for Oregon
My commission expires 12-14-01



SAXON'S MASONRY, INC.
Cecil Saxon Pres.
By CECIL SAXON, its President

SECOND PARTY
STATE OF OREGON, County of LANE) ss.
This instrument was acknowledged before me on _____,
by _____
This instrument was acknowledged before me on _____,
by CECIL SAXON
as PRESIDENT
of SAXON MASONRY, INC.



Pam Hipp
Notary Public for Oregon
My commission expires 12-14-01