

NN

EASEMENT

200 AUG 1 AM 10:43

Vol M00 Page 28082



Between

Martin E Ruddock & Irene Ruddock

And

Wade Lunde

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath fixed.  
Recorded 08/01/00, at 10:48a m.  
In Vol. M00 Page 28082  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup> Deputy.

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

cc Martin Ruddock  
2251 Pine Grove Rd  
Klamath Falls, Or 97603

THIS AGREEMENT made and entered into on Aug 1, 2000, by and  
between Wade Lunde  
hereinafter called the first party, and Martin E Ruddock and Irene E Ruddock  
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:

Lots 33 and 34 of HIGHLAND PARK, Klamath County, Oregon,  
according to the official plat thereof on file in the records  
of 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 \$ 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:

A strip of land four (4) feet in width for a sanitary  
sewer line, and or city water hookup.

(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:

Beginning on the West Line of said Lot 34 from which the Southwest Corner thereof bears S 0°04' E, 2.78 feet; thence S 46°08' E, parallel with and two (2) feet from the Southwesterly Line of said Lots 33 and 34, 279.3 feet to the East Line of said Lot 33.

and the second party's right of way shall be parallel with the center line and not more than two (2) 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.

Wade Lund

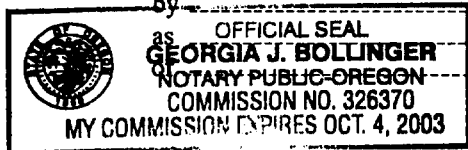
Wade Lund

FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 1, 2000  
by Wade Lund

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_



Georgia J. Bollinger  
Notary Public for Oregon  
My commission expires Oct 4, 2003

Martin E. Ruddock

Irene E. Ruddock

SECOND PARTY

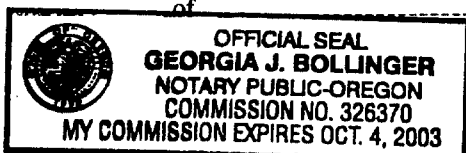
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 1, 2000  
by Martin E. Ruddock & Irene E. Ruddock

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Georgia J. Bollinger  
Notary Public for Oregon  
My commission expires Oct 4, 2003