

NN

## EASEMENT

Vol M00 Page 29108

## Between

Robert A. Dunham

Jennifer A. Dunham

And

Joe Richard Calabrese

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Joe Richard Calabrese

HC63 Box 403

Chiloquin, OR 97624

State of Oregon, County of Klamath

Recorded 08/09/00, at 10:33 a.m.In Vol. M00 Page 29108

Linda Smith,

County Clerk Fee \$ 26.00

Deputy.

THIS AGREEMENT made and entered into on MAY 1, 2000, by and between Robert A. Dunham and Jennifer A. Dunham,hereinafter called the first party, and Joe Richard Calabrese,

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:The SE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 19, Township 32 South, Range 8 East of the Willamette Meridian

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~~ 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 thirty foot by thirty foot roadway right of way easement located at the northwest corner of the above described real property lying adjacent to and parallel with the north and west boundary lines at said northwest corner.

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

JCK

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 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:

Fifteen feet south of the north boundary and running parallel with the north boundary and/or fifteen feet east of the west boundary and running parallel with the west boundary of subject real property.

and the second party's right of way shall be parallel with the center line and not more than fifteen 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.

*Robert A. Dunham*

FIRST PARTY

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on August 9, 2000,  
by *Robert A. Dunham*

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



*Cristina Floger*

Notary Public for Oregon  
My commission expires 12/05/00

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 \_\_\_\_\_