

NS

Vol M00 Page 32002

EASEMENT

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

K 558270

Between

Robert L. Owings and Marcy Bardeen-Owings

And

Wendy N. Ivie

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

Wendy N. Ivie

11049 Hwy 66

Klamath Falls, OR 97601

THIS AGREEMENT made and entered into this _____ day of August /19/2000, by and between Robert L. Owings and Marcy Bardeen-Owings, hereinafter called the first party, and Wendy N. Ivie, 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:

See Exhibit A attached

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:

The Westerly 12 feet of the following described parcel:

Beginning at the intersection of the Easterly line of the W ½ of the SW ¼ of the SE ¼ of Section 28 Township 39 S., R. 8 E.W.M., and the Northerly line of the Klamath Falls-Ashland Highway, and running thence: Southwesterly along the Northerly line of the said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon, and the true point of beginning of this description: thence Northerly along the West line of said tract a distance of 984.5 feet, more or less, to the Northwest corner thereof; thence Westerly at right angles 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of said tract described in Deed Volume 100 page 121, to the Northerly boundary of the said Klamath Falls-Ashland Highway; thence Northeasterly and along said Northerly boundary of said Klamath Falls-Ashland Highway to the point of beginning.

SAVING AND EXCEPTING, Beginning at the intersection of the Easterly line of the W ½ SW ¼ SE ¼ of Section 28, Township 39 South, Range 8 and the Northerly line of the Klamath Falls-Ashland Highway, and running thence Southwesterly along the Northerly line of said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon; thence Northerly along the West line of said tract a distance of 501.5 feet more or less to the point of beginning; thence continuing Northerly along West line a distance of 483.00 feet to the Northwest corner thereof; thence West at right angles, 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of tract described in Deed Volume 100 page 121, 483.00 feet; thence Easterly parallel to the Northerly line of said tract a distance of 208.35 feet more or less to the point of beginning.

AND FURTHER EXCEPTING, that portion contained in Deed Volume M-99 on page 51398, records of Klamath County, Oregon.

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

(OVER)

K31-



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:

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.

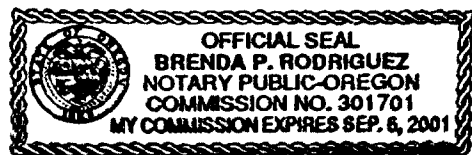
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Robert L. Owings

Marcy Bardeen-Owings



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 30, 192000,
by Robert L. Owings and Marcy Bardeen-Owings

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____

Brenda P. Rodriguez
Notary Public for Oregon

My commission expires 9-6-01

Wendy N. Ivie

SECOND PARTY

STATE OF OREGON, County of Klamath ss.

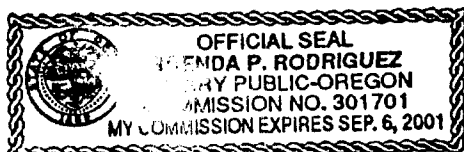
This instrument was acknowledged before me on August 30, 192000,
by Wendy N. Ivie

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____



Brenda P. Rodriguez
Notary Public for Oregon

My commission expires 9-6-01

Beginning at the intersection of the Easterly line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28 Township 39 S., R. 8 E.W.M., and the Northerly line of the Klamath Falls-Ashland Highway, and running thence: Southwesterly along the Northerly line of the said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon, and the true point of beginning of this description: thence Northerly along the West line of said tract a distance of 984.5 feet, more or less, to the Northwest corner thereof; thence Westerly at right angles 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of said tract described in Deed Volume 100 page 121, to the Northerly boundary of the said Klamath Falls-Ashland Highway; thence Northeasterly and along said Northerly boundary of said Klamath Falls-Ashland Highway to the point of beginning.

SAVING AND EXCEPTING, beginning at the intersection of the Easterly line of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 39 South, Range 8 and the Northerly line of the Klamath Falls-Ashland Highway, and running thence Southwesterly along the Northerly line of said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon; thence Northerly along the West line of said tract a distance of 501.5 feet more or less to the point of beginning; thence continuing Northerly along West line a distance of 483.00 feet to the Northwest corner thereof; thence West at right angles, 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of tract described in Deed Volume 100 page 121, 483.00 feet; thence Easterly parallel to the Northerly line of said tract a distance of 208.35 feet more or less to the point of beginning.

AND FURTHER EXCEPTING the following described parcel: A parcel of land situate in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: Beginning at a 5/8" iron rod on the Northwestern right of way line of the Klamath Falls-Ashland Highway at the Southeast corner of the above described property from which the one-quarter corner common to Sections 28 and 33 bears South 62°36'15" West, 234.43 feet, along said Highway right of way to a 5/8" iron rod, and North 86°28'26" West 183.89 feet; thence from said point of beginning, North 00°06'42" West 322.90 feet to a 1/2" iron rod; thence North 84°00'36" West, 171.14 feet to a 1/2" iron rod; thence South 2°44'11" East, 40.64 feet to a 1/2" iron rod; thence South 76°20'02" East 80.72 feet to a 1/2" iron rod; thence South 1°16'58" East 42.00 feet to a 1/2" iron rod; thence South 52°17'32" East, 77.55 feet to a 1/2" iron rod; thence South 0°11'49" West, 206.67 feet to a 1/2" iron rod on the Northwestern right of way line of the above described highway; thence North 62°36'15" East, 32.55 feet along said right of way line, to the place of beginning.

State of Oregon, County of Klamath
Recorded 08/31/00, at 10:20 a.m.
In Vol. M00 Page 32002
Linda Smith,
County Clerk Fee\$ 31.⁰⁰