

NS



## EASEMENT

200 SEP 19 11:13

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Between

Jim R. Martin et ux

And

Robert A. Langley et ux

SPACE RESERVED  
FOR  
RECORDER'S USEState of Oregon, County of Klamath  
Recorded 09/19/00, at 11:13 a.m.In Vol. M00 Page 34236

Linda Smith,

County Clerk Fee \$ 26<sup>00</sup>

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

Robert A. Langley

4421 Lombard Dr.

Klamath Falls, OR 97603

K55946

THIS AGREEMENT made and entered into this 13 day of September, 19/2000, by and between Jim R. Martin and Julie R. Martin hereinafter called the first party, and Robert A. Langley and Patricia R. Langley, 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:

Parcel 1 of Land Partition 14-93 situated in the SW 1/4 of the SE 1/4 of Section 15, Township 39 South, Range 10 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 \$\_\_\_\_\_ 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 30 feet in width lying westerly and adjacent to the easterly line of Parcel 1 of Land Partition 14-93 situated in the SW 1/4 of the SE 1/4 of Section 15, Township 39 South, Range 10 East of the Willamette Meridian, beginning at the Southeast corner of the above mentioned parcel and extending to the South line of 30' easement across Parcel 1 designated on partition and the terminus thereof.

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

(OVER)

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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 15 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.

Jim R. Martin  
Jim R. Martin  
Julie R. Martin  
Julie R. Martin FIRST PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on Sept 13, 16 2000,  
by Jim R. Martin and Julie R. Martin  
This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_,  
by \_\_\_\_\_



Patricia M. Johnson  
Notary Public for Oregon  
My commission expires August 4, 2004

Robert A. Langley  
Robert A. Langley  
Patricia R. Langley  
Patricia R. Langley SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on Sept 14, 16 2000,  
by Robert A. Langley and Patricia R. Langley  
This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Patricia M. Johnson  
Notary Public for Oregon  
My commission expires Aug 4, 2004