

NS



EASEMENT

200 SEP 26 PM 2:37

Vol. M00 Page 35201

Between

Nona J. Uglow and Marian G. Uglow

And

Jeffrey M. Lord and Jana M. Lord

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 09/26/00, at 2:37 p.m.
In Vol. M00 Page 35201
Linda Smith,
County Clerk Fee \$ 26.00

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

Jeffrey M. Lord and Jana M. Lord

1965 LeRoy St.
Klamath Falls, Or.
97601

K55848

THIS AGREEMENT made and entered into this 26th day of September, 192000 by and between Nona J. Uglow and Marian G. Uglow, hereinafter called the first party, and Jeffrey M. Lord and Jana M. Lord, 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:

W 1/2 SW 1/4 SW 1/4 of Section 35, Township 34 South, Range 7 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 \$ exchange of by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed: easement

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

An easement for utilities only over and across the W 1/2SW 1/4SW 1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian.

~~It is understood that the actual location of above mentioned utility easement will be mutually agreed upon by both first and second parties.~~

Second party agrees that the utility lines will be utilized at the closest utility pole on the first parties property and will be installed underground.

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

(OVER)

K26-



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.

Nona J. Uglov
Nona J. Uglov
Marian G. Uglov FIRST PARTY

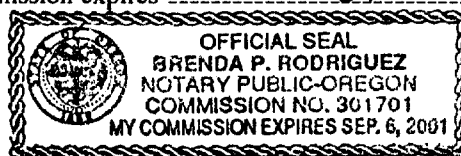
STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on Sept 22, 192000,
by Nona J. Uglov and Marian G. Uglov
This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____.

Notary Public for Oregon

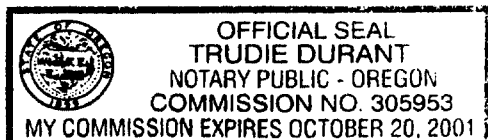
My commission expires 9-6-01

Jeffrey M. Lord
Jeffrey M. Lord

Jana M. Lord
Jana M. Lord SECOND PARTY



STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on Sept 26th, 192000,
by Jeffrey M. Lord and Jana M. Lord
This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____.



Notary Public for Oregon

My commission expires _____