

NN

2000 OCT 11 AM 11:23



EASEMENT

STATE OF OREGON,

1 cc

Between

Vol M00 Page 37094DANNY and CYNTHIA Allen

And

SPACE RESERVED
FOR
RECORDER'S USEGRACE Johnson and
Joy Mc Innis

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

GRACE Johnson
8449 Hill Rd
KLAMATH Falls, OR 97603

State of Oregon, County of Klamath

Recorded 10/11/00, at 11:23 a.m.In Vol. M00 Page 37094Linda Smith,County Clerk Fee \$ 21.00

puty.

MTC 1396-21SS

THIS AGREEMENT made and entered into on 10-10-2000, by and
between Danny and Cynthia Allen,
hereinafter called the first party, and GRACE Johnson and Joy Mc Innis,
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: TWP 39 RNGE 9, BLK SEC 2 TRACT
FOR SW4NEY, .62 ACRES

Common: 5113 S. 6th St. Klamath Falls, OR.

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 \$ 0 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:

STARTING at the SW corner on 6th St going 26'
IN A EASTERLY direction Then North for Approx. 150'
forming a TRIANGLE over the IRRIGATION ditch

AMERITITLE, has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

(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 _____, 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.

Cynthia Allen
FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on October 10, 2000,
by Danny Allen and Cynthia Allen

This instrument was acknowledged before me on _____,
by _____



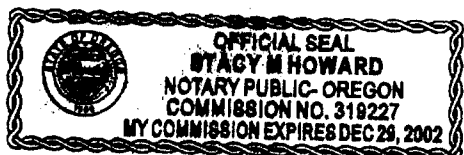
Stacy M. Howard
Notary Public for Oregon
My commission expires 12-29-02

Grace Johnson
Jay McInnis
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on October 10, 2000,
by Grace Johnson and Jay McInnis

This instrument was acknowledged before me on _____,
by _____
as _____
of _____



Stacy M. Howard
Notary Public for Oregon
My commission expires 12-29-02