

NS

## EASEMENT

Between

James C. Boyle

And

Jerry E. Barrett

Caroline A. Barrett

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

Jerry Barrett

5537 Homer Drive

Klamath Falls, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USEVol MOO Page 41474

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.

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November, 2000, ~~XX~~ by and between James C. Boyle and Klamath First Federal Savings and Loan Association, hereinafter called the first party, and Jerry E. Barrett and Caroline A. Barrett, Husband and Wife, 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 27-00, filed June 21, 2000, being a portion of Bailey Tracts No. 2, situated in the NE 1/4 SE 1/4 of Section 2, Township 39 south, Range 9 east of the Willamette Meridian, Klamath County, Oregon

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 to provide public and private utilities, water and sewer. And to provide placement of an advertisement sign for the benefit of Parcels 2 and 3 of Land Partition 27-00 as filed June 21, 2000.

Said easement is located along the West 15 feet of Parcel 1 of Land Partition 27-00 as filed June 21, 2000.

Note: Any advertisement sign shall be placed within 40 feet of the South boundary of said Parcel 1.

(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 Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

The advertisement sign shall be placed within 40 feet of the South boundary of Parcel 1 of Land Partition 27-00 as filed on June 21, 2000.

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:

The Westerly 15 feet pf Parcel 1 of Land Partition 27-00 files June 21, 2000

~~AND THE SECOND PARTY'S RIGHT OF WAY SHALL BE PARALLEL WITH THE CENTER LINE AND NOT MORE THAN XXXXXXXXXXXXXXXXXX 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.

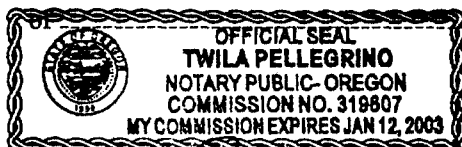
James C. Boyle  
James C. Boyle

Stan C. Penn Si. Connie Lender  
FIRST PARTY  
Klamath First Federal Savings and Loan Association

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on November 14, 19 2000  
by James C. Boyle

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_,  
by Stan C. Penn  
as Senior Commercial Lender of Klamath 1st Federal



Twila Pellegrino  
Notary Public for Oregon

My commission expires 1-12-2003

Jerry E. Barrett  
Jerry E. Barrett

Caroline K. Barrett  
Caroline K. Barrett  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on November 14, 19 2000  
by Jerry E. Barrett & Caroline K. Barrett

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Twila Pellegrino  
Notary Public for Oregon

My commission expires 1-12-2003

STATE OF OREGON,

County of Klamath

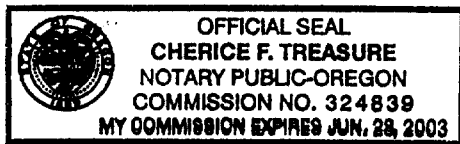
} ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 14 day of November, 2000,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Stan Penn

known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that he.....executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



Cherice F. Treasure

Notary Public for Oregon

My commission expires June 28, 2003

State of Oregon, County of Klamath  
Recorded 11/16/00, at 12:09 p.m.  
In Vol. M00 Page 41474  
Linda Smith,  
County Clerk Fee\$ 31.00