

NS

EASEMENT

Vol M00 Page 44408

Between

Beaubien

And

BairdSPACE RE
FC
RECORD:

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

Jerry A. and Marti L. Baird1st American titleState of Oregon, County of Klamath
Recorded 12/11/00, at 2:16 p. m.
In Vol. M00 Page 44408
Linda Smith,
County Clerk Fee \$ 26.00

KS6117B

THIS AGREEMENT made and entered into this _____ day of _____, 192000, by and between Harold E. Beaubien and Laura M. Beaubien, Trustees of the Beaubien Family Trust hereinafter called the first party, and Jerry A. Baird and Marti L. Baird, 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:

****Trust No. HLB-One under Agreement dated the 23rd of February, 1996**

Beginning at a point which bears S. 00°01'10" W. along the West line of said Section 18 a distance of 2192.47 feet and S. 89°51'42" E. a distance of 1775.44 feet from the iron pin monument marking the Northwest corner of said Section 18; thence continuing S. 89°51'42" E. a distance of 827.97 feet to a point on the East line of said NW 1/4 of Section 18; thence S. 00°00'23" W. along said East line a distance of 465.0 feet to the Center one-quarter corner of Section 18; thence N. 89°51'42" W. along the South line of said NW 1/4 a distance of 827.64 feet to a point; thence N. 00°02'03" W. a distance of 465.0 feet, more or less, to the point of beginning. All situate in the NW 1/4 of Section 18, Township 39 South, Range 10 E.W.M.

Saving and excepting that portion deeded to Timothy R. Watterberg and Debra Watterberg in Deed Volume M-95 on page 2031, records of 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 \$ 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:

For ingress and egress and utilities over and across the Northerly 310 feet of the Easterly 30 feet of the above described parcel.

(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:

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 66.6% and the second party responsible for 33.3%. (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.

Harold E. Beaubien
Harold E. Beaubien, Trustee

Laura M. Beaubien Laura M. Beaubien
Laura M. Beaubien FIRST PARTY Trustee

STATE OF OREGON, County of Deschutes ss.

This instrument was acknowledged before me on December 8, 192000,
by Harold E. Beaubien and Laura M. Beaubien, Trustees

This instrument was acknowledged before me on December 8, 192000,
by _____
as _____
of _____

Jerry A. Baird
Jerry A. Baird

Marti L. Baird SECOND PARTY

Jamie Pierce
Notary Public for Oregon

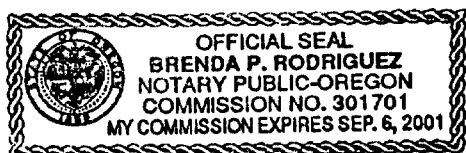
My commission expires 6/8/04



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on December 6, 192000,
by Jerry A. Baird and Marti L. Baird

This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Brenda P. Rodriguez
Notary Public for Oregon

My commission expires 9-6-01