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2001 FEB - 5 PM 2:45



K-56435

## EASEMENT

Vol M01 Page 4592

Between

Beaubien

And

Spicher

SPACE RESERVED  
FOR  
RECORDER'S USE

Records of said County.

State of Oregon, County of Klamath  
 Recorded 02/05/01, at 2:45 p.m.  
 In Vol. M01 Page 4592  
 Linda Smith,  
 County Clerk Fee \$ 26

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

Richard Earl Spicher

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of February, 1/10 2001, by and between Harold E. Beaubien and Laura M. Beaubien, Trustees of The Beaubien Family Trust hereinafter called the first party, and Richard Earl Spicher, 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°51'41" 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. Saving and excepting that portion deeded in Deed Volume M-00 on page 44403, records of Klamath County, Oregon, and also 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 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)

06  
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 0% 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, FIRST PARTY Trustee

STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on February 2001, 19  
by Harold E. Beaubien and Laura M. Beaubien, Trustees

This instrument was acknowledged before me on Feb 2, 2001  
by \_\_\_\_\_



D.L. Ferguson  
Notary Public for Oregon  
My commission expires 4-18-03

Richard Earl Spicher

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on February 2001, 19  
by \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_