

NS

Vol. M01 Page 26740

01 JUN 7 AM 8:59

EASEMENT

STATE OF OREGON,

Between

And

SPACE RESERVED
FOR
RECORDER'S USE

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

Maurice C. Walker
2829 KANE ST.
KLAMATH FALLS, OR 97603

State of Oregon, County of Klamath

Recorded 06/06/01, at 8:59 A.M.

In Vol. M01 Page 26740

Linda Smith,

County Clerk Fee \$ 26.00

THIS AGREEMENT made and entered into this 21 day of May, 2001, by and between Troy D & Margaret I Johnson; Darrell G & Terrilyn Lund hereinafter called the first party, and Maurice C & Jaunita Walker

, 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: Parcels 1 and 2 of land partition 3-94 according to the official plot thereof as filed with the Klamath County Clerk, 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 \$ 1.00 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 for utility purposes over and across the existing utility easement recorded in volume M-94 at page 22455- microfile records of Klamath County Oregon. Appurtenant to the second party property described as:

Parcel 2 of land partition 02-01 according to the official plot thereof as filed with the office of the Klamath County Clerk, Klamath County Oregon.

*description of the nature and type of easement granted by the first party to the second party.)

(OVER)

26-

THE SECOND PARTY, GRANTOR, HEREBY GRANTS TO THE FIRST PARTY, GRANTEE, THE RIGHT OF WAY OVER AND ACROSS THE ABOVE DESCRIBED REAL ESTATE, TO INSTALL, MAINTAIN AND USE THEREON, FOR THE PURPOSES OF THE EASEMENT HEREIN GRANTED, ALL RIGHTS AND PRIVILEGES INCIDENT TO THE EASEMENT HEREIN GRANTED, AND TO HOLD THE SAME TO THE FIRST PARTY, GRANTEE, AND TO ITS HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND SUCCESSORS IN INTEREST, FOREVER.

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:

Second Party to pay all connection and usage fees.

The specific easement is to create access to install and maintain service from the existing 6" auxiliary sewer line and primary electrical distribution facility for one single family residence.

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:

NA

and the second party's right of way shall be parallel with the center line and not more than NA 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 100% and the second party responsible for 0%. (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.

Terrill H. Hurd
Danell G. Hurd
FIRST PARTY

James S. Johnson
Myra J. Johnson

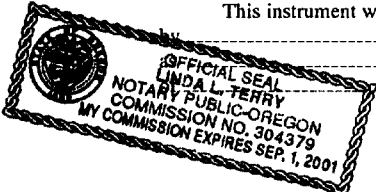
STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on 5-29, 192001,
by _____
This instrument was acknowledged before me on 5-29, 2001,
by _____
as _____
of _____

Jody Fisher
Notary Public for Oregon
My commission expires _____



Maurice Walker
Guarita Walker
SECOND PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 21, 192001,
by _____
This instrument was acknowledged before me on _____, 19____,
by _____



Linda L. Terry
Notary Public for Oregon
My commission expires 9-1-01