

NS

K-5 7004
EASEMENT

Between

Ernest W. Smith and Judy Smith

And

Curt Coffman and Laverne Coffman

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

Curt and Laverne Coffman

1994 NW Pastington Pl
Albany, OR 97321SPACE RESERVED
FOR
RECORDER'S USEVol. M01 Page 33086

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 _____ July _____, 2001, by and between Ernest W. Smith and Judy Smith hereinafter called the first party, and Curt Coffman and Laverne Coffman 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:

W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 Township 39 South, Range 7 East of the Willamette Meridian and the Southerly portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32 Township 39 South, Range 7 East of the Willamette Meridian

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:

Over and across the following parcels which is

Twenty feet in width being the Southerly 20 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 39 South, Range 7 E.W.M. extending from the Easterly boundary thereof to its intersection with the road as it now exists.

Also the Southerly 20 feet of the Westerly 20 feet of the W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 Township 39 South, Range 7 E.W.M.

(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:

It is understood between parties, that there is merchantable timber that may be removed when the road over said easement is established, and that any revenue generated through the sale of said trees will be split 50/50 between first party and second party.

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 10 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.)

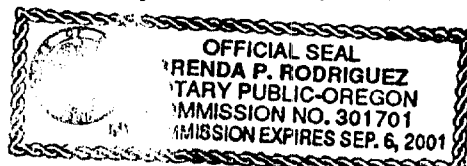
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

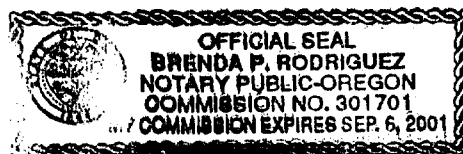
Ernest W. Smith
Ernest W. Smith
Judy Smith
Judy Smith FIRST PARTY



STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on 7-6-2001, 19____,
by Ernest W. Smith and Judy Smith
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____

Curt Coffman
Curt Coffman
Laverne Coffman
Laverne Coffman SECOND PARTY

Brenda P. Rodriguez
Notary Public for Oregon
My commission expires _____



STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on July 6, 2001, 19____,
by Curt Coffman and Laverne Coffman
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____

State of Oregon, County of Klamath
Recorded 07/06/01 at 3:30pm.
In Vol. M01 Page 33086
Linda Smith,
County Clerk Fee\$ 26.00

Brenda P. Rodriguez
Notary Public for Oregon
My commission expires 9-6-01