

11 PM2:59

EASEMENT

Between

Robert A. and Marilyn J. Stewart

And

Angela L. Lyon

The heirs of Constance M. Roach

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

Robert Stewart

2918 Edison Ave

Klamath Falls, OR 97603

SPACE RESERVED
FOR
RECORDER'S USE

MTL
1396-2930

Vol M01 Page 33791

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 6th day of July 2001 1/1/11, by and between Robert A. Stewart and Marilyn J. Stewart, Husband and wife, hereinafter called the first party, and Angela L. Lyon and the Heirs of Constance M. Roach, 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:

North 1/2 of the Southeast 1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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:

The grantor does hereby grant unto the grantee a perpetual easement for the purpose of unrestricted access, both ingress and egress, and also for utility purposes, including the right to construct, maintain and repair, remove and replace all utility facilities over, under, across, and above the described real property along the route described as follows:

See attached Exhibit "A"

(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:

None

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:

See attached Exhibit "A"

and the second party's right of way shall be parallel with the center line and not more than 15 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.

Robert A. Stewart
Robert A. Stewart

Marilyn J. Stewart
Marilyn J. Stewart



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on July 11, 2001,
by ROBERT A. STEWART & MARILYN J. STEWART

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

Kristil Redd
Notary Public for Oregon
My commission expires 11/16/2003

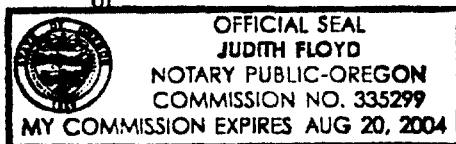
Angela L. Lyon
Angela L. Lyon

Constance H. Roach
P. R. of Constance H. Roach

STATE OF OREGON, County of Clackamas ss.

This instrument was acknowledged before me on July 6, 2001,
by Angela L. Lyon

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



Judith Floyd
Notary Public for Oregon
My commission expires 8/20/2004

33793

STATE OF OREGON

County of Klamath

)
)
) ss.

This instrument was acknowledged before me on July 9, 2001 by RONALD W. ROACH as Personal Representative of Constance M. Roach, Deceased.

BEFORE ME:

Kristi L. Redd

NOTARY PUBLIC FOR OREGON

My Commission Expires: 11/16/2003



OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

JOHN HEATON L.S.T.
CHAD ENSOR L.S.T.

33794

MAY 03, 2001

Exhibit "A"

LEGAL DESCRIPTION

A 30 FOOT WIDE INGRESS - EGRESS EASEMENT SITUATED IN THE SE1/4 OF SECTION 6, T39S, R10EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW1/4 SE1/4 OF SAID SECTION 6, FROM WHICH THE SE1/16 CORNER OF SAID SECTION 6 BEARS N89°46'56"E 160.00 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS EAST 150.00 FEET AND CENTRAL ANGLE EQUALS 58°49'10") 153.99 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 150.00 FEET AND CENTRAL ANGLE EQUALS 58°53'28") 154.18 FEET; THENCE N00°04'18"W 1059 FEET, MORE OR LESS, TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 6, WITH BEARINGS BASED ON THE PLAT OF "VALE DEAN CANYON - TRACT 1198" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/01

33795

State of Oregon, County of Klamath
Recorded 07/11/01 at 2:54 p.m.
In Vol. M01 Page 33791
Linda Smith,
County Clerk Fee \$ 41.00

ZONE: FR

3960

26

3S, RIOEWM

4 31
6

3S, RIOEWM

ZONE: EFU-C

1320

31

32

T385
T395

ZONE: NR

6

5

PARCEL -1

280 Ac. ±

ZONE: EFU-C

EL PASO NATURAL GAS
COMPANY EASEMENT

1316

1315

ZONE: EFU-C

ZONE: EFU-C

ZONE: EFU-C

HMR INC.

1320

C 1/4

3983

ZONE: NR

ZONE: NR

ZONE: E

CELLULAR TOWER
100' x 100'
COMMUNICATION
EASEMENT

30 FOOT
ACCESS EASEMENT

ACCESS & UTILITY
EASEMENT

PARCEL 2

120 Ac. ±

30 FOOT NON-EXCLUS
EASEMENT FOR
INGRESS AND EGRES
BY FINAL
PARTITION # 54-9

1327