

N.1

EASEMENT

'02 APR 11 PM 3:12

Vol. M02, Page 21565
STATE OF OREGON, } ss.

Between

Donald Whitaker and
Rosemary Whitaker

And

Keith Allen and Marian Allen

SPACE RESERVED
FOR
RECORDER'S USEAfter recording, return to (Name, Address, Zip):
Amerititle

State of Oregon, County of Klamath

Recorded 04/11/2002 3:12 p.m.

Vol M02, Pg 21565-68

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4 :puty.

mtc 56703 -ms

THIS AGREEMENT made and entered into on April, 2002, by and between DONALD R WHITAKER AND ROSEMARY WHITAKER, Husband and wife hereinafter called the first party, and KEITH E ALLEN AND MARIAN G ALLEN, 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:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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 to a parcel of land with an existing shop described below. Said easement legal description is described in Exhibit "B" attached hereto and made a part hereof.**

Said easement is appurtenant to the following described real property:

The South 100 feet of Parcel 2 of Land Partition 36-01, being a portion of Lot 19, of HOMELAND TRACTS NO 2, situated in the SW1/4 SW1/4 of Section 1, Township 39 South Range 9 E. W.M., EXCEPT that portion conveyed to Keith E Allen and Marian G Allen by Deed recorded January 17, 1997 in Volume M97 at Page 1609, Microfilm Records of Klamath County, Oregon.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

36.00M

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 _____% 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.

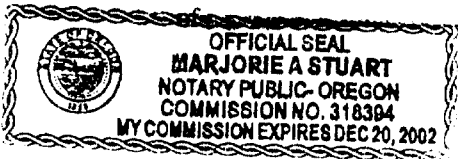
Donald R. Whitaker
Donald R. Whitaker

Rosemary Whitaker
Rosemary Whitaker FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 10 2002,
by Donald R Whitaker and Rosemary Whitaker

This instrument was acknowledged before me on _____,
by _____,
as _____



Margaret A. Stuart
Notary Public for Oregon

My commission expires 12-20-02

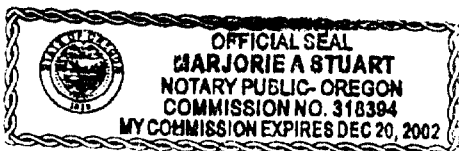
Keith E Allen
Keith E Allen

Marian G Allen
Marian G Allen SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 11 2002,
by Keith E Allen and Marian G Allen

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



Margaret A. Stuart
Notary Public for Oregon

My commission expires 12-20-02

EXHIBIT "A"
LEGAL DESCRIPTION

21567

Parcel 3 of Land Partition 10-95, being a portion of Lot 19 of Homeland Tracts No. 2, situated in the SW1/4 SW1/4 of Section 1 Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM that portion of Parcel 3 more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2 of Minor Land Partition 46-91; thence South 00° 03' 17" East 101.00 feet to the Southwest corner of said Parcel 2; thence South 89° 56' 43" West 5.00 feet; thence North 00° 03' 17" West 101.00 feet to the angle point on the East line of said Parcel 2 of Land Partition 10-95; thence North 89° 56' 43" East 5.00 feet to the point of beginning, with bearings based on said Land Partition 10-95.

OWNERS

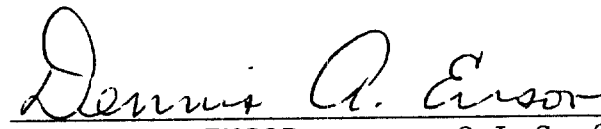
DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR**TRU SURVEYING, INC. LINE**2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691JOHN HEATON L.S.T.
CHAD ENSOR L.S.T.

APRIL 04, 2002

LEGAL DESCRIPTION
OF
ACCESS EASEMENT

AN ACCESS EASEMENT BEING A PORTION OF PARCEL 3 OF "LAND PARTITION 10-95", SITUATED IN THE SW1/4 SW1/4 OF SECTION 1, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2 OF "MINOR LAND PARTITION 46-91" AS ADJUSTED BY "PROPERTY LINE ADJUSTMENT 40-96"; THENCE N50°31'28"W 21.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 3; THENCE S89°53'00"E, ALONG THE SAID NORTH LINE, 16.20 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2 AS ADJUSTED BY "PROPERTY LINE ADJUSTMENT 40-96"; THENCE S00°03'17"E 13.32 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 5913 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

REGISTERED
PROFESSIONAL
LAND SURVEYOROREGON
JULY 25, 1990
DENNIS A. ENSOR
2442
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/03