

NN

MTL 1396-3261

Vol M02 Page 24228

STATE OF OREGON,

1..

EASEMENT

Between

Joseph T. Riker, III and Joan F. Riker
dba J. R. Enterprises.
P.O. Box 430 Mt. Shasta City Ca 96067
Richard W. and Sharon D. Bowman
5363 Hwy 39
Klamath Falls Or 97603
Rick Bowman
5363 Hwy 39
Klamath Falls, Or 97603

SPACE RESERVED
FOR
RECORDERS USE

State of Oregon, County of Klamath

Recorded 04/24/2002 11:10 a m.

Vol M02, Pg 24228-21

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

THIS AGREEMENT made and entered into on April 16, 2002, by and
between Joseph T. Riker, III and Joan F. Riker dba J.R. Enterprises
hereinafter called the first party, and Richard W. and Sharon D. Bowman
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:

Tax Lot 902, Section 18, R39E T10S W.M.

'02 APR 24 AM 11:10

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 \$ 0.00 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:

40 (Forty) feet along the westerly boundry of the above described property. This
easement is congruent with existing easements for Enterprise Irrigation District
and Pacific Power, and contiguous with Highway 39 right of way. The easement is to
exist in perpetuity along the 145 ft. long property line.

This easement is for the unlimited access and use of the adjoining property described
as Tax Lot 903, Section 18, R39E, T10S, W.M.

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.

(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 in 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:

20 feet from the westerly boundry

and the second party's right of way shall be parallel with the center line and not more than 20 feet..... 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.

Joseph F. Viker III
Joan F. Viker

dba J.R. Enterprises

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

SEE ATTACHED ACKNOWLEDGEMENT

Sharon D. Bowman
SECOND PARTY

Notary Public for Oregon

My commission expires _____

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____

by Richard W. & Sharon D. Bowman

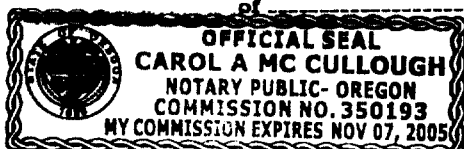
This instrument was acknowledged before me on _____

by _____

as _____

of _____

April 23, 2002



Notary Public for Oregon

My commission expires _____

Carol A. McCullough
Nov 7, 2005

24230

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Siskiyou

} ss.

On

4/16/02

Date

before me,

Rebecca J. Wright

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Joseph T. Riker III & Joan F. Riker

Name(s) of Signer(s)

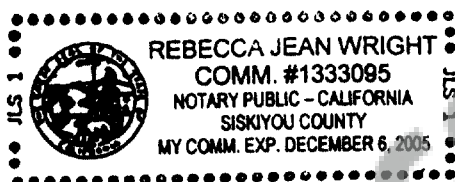
☒

personally known to me

☐

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rebecca J. Wright

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Easement

Document Date:

4/16/02

Number of Pages:

2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Joseph T. Riker III & Joan F. Riker☐ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

\$76,000