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K58941

Vol M02 Page 41564
STATE OF OREGON,

EASEMENT

Between

Thad J. W. Starr

And

Dennis E. Campbell and Linda S. Campbell

SPACE RESERVED
FOR
RECORDER'S USE

After recording, return to Grasso, Address, Zip:

ROBERT Grasso

7749 Kings Way
K-Falls, OR 97603State of Oregon, County of Klamath
Recorded 07/23/2002 2:51 p.m.
Vol M02. Pg 41564-65
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2
26 NS

THIS AGREEMENT made and entered into this _____ day of July, 2002, by and between Thad J. W. Starr hereinafter called the first party, and Dennis E. Campbell and Linda S. Campbell 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: a parcel of land situated in the Northwest one-quarter of Section 18, Township 39 South, Range 10 EWM, Klamath County, Oregon, more particularly described as follows: Commencing at the Northwest corner of Section 18 and running thence, S. 00°01'10" W. 2132.46 feet; thence S. 89°51'42" E. 1039.16 feet to the point of beginning; thence, due North 25.39 feet; thence 116.36 feet along a 100.00 foot radius curve left the long chord of which bears North 56°39'51" East 109.91 feet; thence, N. 23°19'46" E. 74.72 feet; thence 101.16 feet along a 135.77 foot radius curve right, the long chord of which bears N. 44°40' 31" E. 98.84 feet to the Southerly line of a road easement recorded in Volume M-78, page 23313, Klamath County Records; thence, along said line North 66°01'16" East 91.43 feet; thence 183.33 feet along a 400.00 foot radius curve left, the long chord of which bears N. 52°53'28" E. 181.73 feet; thence, leaving said line S. 89°55'23" East 66.78 feet; thence, S. 00°00'22" W. 372.57 feet to the Northerly line of an easement recorded in Volume M-84 on page 3843 of the Klamath County Records; thence, along said easement line N. 89°51'42" W. 486.12 feet to the point of beginning.

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 \$ NONE 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 agricultural power line, residential power line, cable and gas ~~and~~ ~~across~~ the Westerly 71 feet, when measured on the South, of that description mentioned above.UNDERGROUND ONLY
WK26
20 NS

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

(OVER)

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02 23 PM 2:51

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:

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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.

Thad J. W. Starr

FIRST PARTY Thad J. W. Starr

STATE OF OREGON, County of Umatilla

This instrument was acknowledged before me on July 22, 2002

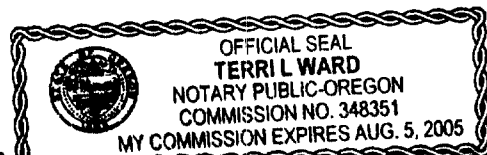
by Thad J. W. Starr

This instrument was acknowledged before me on _____, 19____

by _____

as _____

of _____



Notary Public for Oregon

My commission expires 8-5-2005

Dennis E. Campbell

Dennis E. Campbell

Linda S. Campbell

Linda S. Campbell

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 16, 2002

by Dennis E. Campbell & Linda S. Campbell

This instrument was acknowledged before me on _____, 19____

by _____

as _____

of _____



Notary Public for Oregon

My commission expires 8-2-03