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EASEMENT

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STATE OF OREGON,

} ss.

Between

David Burt & Denise Swingle
PO Box 64
Merrill, OR 97633

And

Wanda Webb
POB 217
Merrill, OR 97633SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 08/07/2002 3:14 p m.

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Linda Smith, County Clerk

Fee \$ 2600 # of Pgs 2

eputy.

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

John & Meachell Gurtman
POB 217
Merrill, OR 97633THIS AGREEMENT made and entered into on _____, by and
between David & Denise Swingle
hereinafter called the first party, and Wanda Webb

, 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:

R697810

R-4011-02100-C0300-000

Dodd's Hollow Estates Block 2, Lot 1, Acres 20

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:

Easement for automobile driveway only. First party
maintains the right to use easement area
for grazing/agricultural uses. Second party
to maintain fences on either side of
easement. Easement is granted along North
boundary of property adjacent to property
line and 30' wide. Will extend from Patricia
lane to property line separating first party
and second party.

(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 permanent, 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 100%%. (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 Swinick
Paula Pool
 FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on _____
 by _____

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

Notary Public for Oregon
 My commission expires _____

Wanda Webb
 SECOND PARTY

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on AUGUST 8, 2002
 by WANDA WEBB

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



Paula Pool
 Notary Public for Oregon
 My commission expires 12-11-2004