

NN

## EASEMENT

Vol M02 Page 45431STATE OF OREGON,  
County of \_\_\_\_\_

} ss.

'02 AUG 13 PM2:40

Between

Billye R. Fox-Wieden

And

Keith R. Miller  
Marva J. MillerSPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 08/13/2002 2:40 p.m.Vol M02, Pg 45431-32

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

puty.

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

Judy Say  
PO Box 489  
Chiloquin Or  
97624

THIS AGREEMENT made and entered into on August 8, 2002, by and  
between Billye R. Fox-Wieden  
hereinafter called the first party, and Keith R. Miller and Marva J. Miller,  
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:

The NW 1/4 of the E 1/2 of Government Lot 21 in Section 9, Township 35s.,  
Range 7e. of the Willamette Meridian, Klamath County, Oregon.

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:

an existing  
An exclusive easement for working Septic drainfield only, being  
appurtenant to a hardship Mobil Residence on the Northern portion  
of the property owned by the Second Parties.

If Septic system fails, no new easement or septic system drainfield  
will be allowed.

Upon the sale of Second parties property, easement will be declared  
null and void thereby terminated.

Upon the removal of the hardship residence the easement will be terminated.

(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 Temporary \*\*, always subject, however, to the following specific conditions, restrictions and considerations:

\*\*Easement will be in affect for as long as the hardship home is allowed. Upon removal of the hardship Mobil or sale of the property the easement will be terminated.

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:

NA

~~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~~ <sup>To the First</sup> the parties hereto ~~and~~ <sup>also</sup> their respective heirs, executors, administrators, assigns, and successors in interest. ~~Does not run to second party's heirs~~

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.

Billie R. Fox-Wieden

*Billie R. Fox-Wieden*

FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 9, 2002

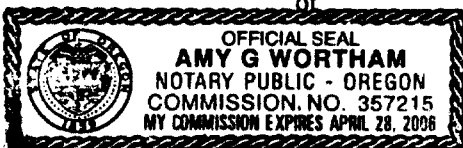
by Amy G. Wortham

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



*Amy G. Wortham*

Notary Public for Oregon

My commission expires 4-28-06

*Keith R. Miller*

Keith R. Miller

*Marva J. Miller*

Marva J. Miller

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 9, 2002

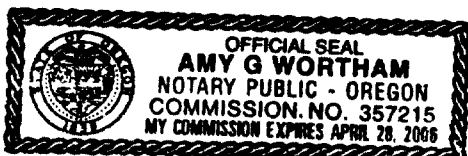
by Amy G. Wortham

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



*Amy G. Wortham*

Notary Public for Oregon

My commission expires 4-28-06