

EB

## EASEMENT

Vol M02 Page 49467

STATE OF OREGON,

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'02 AUG 30 PM 1:06

Between

Lenora Moore

And

Cynthia L. SperrySPACE RESERVED  
FOR  
RECORDER'S USE

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

Cindy Sperry  
5540 Dwight Ct  
Klamath, OR 97601

State of Oregon, County of Klamath

Recorded 08/30/2002 1:06 p.m.Vol M02, Pg 49467-68

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

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THIS AGREEMENT made and entered into on August 30, 2002, by and between LENORA MOORE hereinafter called the first party, and CYNTHIA L. SPERRY 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 South 10 feet of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

Beginning at a point 660 feet South and 264 feet West of the Northeast corner of the Southwest quarter of Section 12, Township 39 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon, running thence South 165 feet; thence West 66 feet; thence North 165 feet; thence East 66 feet to the point of beginning, and excepting therefrom a strip 20 feet wide off the North end of said described tract for road purposes.

Also the North half of the West half of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, less and excepting 20 feet of the North side reserved for County Road purposes.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 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 ingress, egress and utilities over the South 10 feet of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

(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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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 perpetual, 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.

Rose Moore  
FIRST PARTY

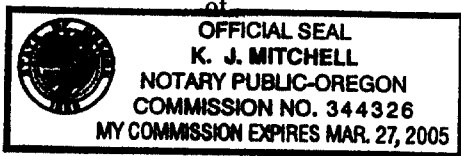
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 30, 2002  
by Rose Moore

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

as \_\_\_\_\_

of \_\_\_\_\_



K. J. Mitchell  
Notary Public for Oregon  
My commission expires 3-27-05

Cynthia L. Sperry  
SECOND PARTY

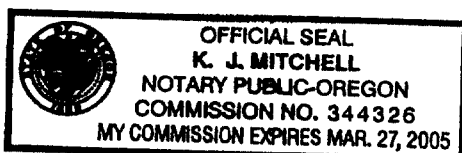
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 30, 2002  
by Cynthia L. Sperry

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

as \_\_\_\_\_

of \_\_\_\_\_



K. J. Mitchell  
Notary Public for Oregon  
My commission expires 3-27-05