

02 SEP 17 PM 10:22

NN

EASEMENT

Vol M02 Page 52912
STATE OF OREGON, } ss.

Between

Jeffrey K. Hamilton

And

Fred T. Owen

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 09/17/2002 10:22 a.m.

Vol M02, Pg 52912-15

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

puty.

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

Fred T. Owen
8787 John Day Drive
Glad Hill, Ca 92525

THIS AGREEMENT made and entered into on August 02, 2002, by and
between Jeffrey K. Hamilton and Michelle R. Hamilton
hereinafter called the first party, and Fred T. Owen and Barbara L. Owen,
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamth
County, State of Oregon, to-wit:

See exhibit "A" attached hereto and made a part hereof for legal description

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 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:

See exhibit "B" attached hereto and made a part hereof for legal description
of easement

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

36A



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:

For the placement and maintenance of a retaining wall

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 N/A 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.)

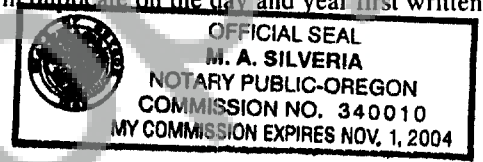
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

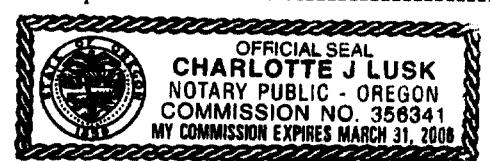
Jeffrey K. Hamilton
Jeffrey K. Hamilton
Michelle R. Hamilton
Michelle R. Hamilton
SECOND PARTY



STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on September 16, 2002
by Jeffrey K. Hamilton & Michelle R. Hamilton
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____

Fred L. Owen Jr.
Fred L. Owen
Barbara L. Owen
Barbara L. Owen
SECOND PARTY



STATE OF OREGON, County of Jackson) ss.
This instrument was acknowledged before me on 9-09-02
by Fred L. Owen Jr. and Barbara L. Owen
This instrument was acknowledged before me on 9-09-02 CJL
by Barbara L. Owen CJL
as _____
of _____

Charlotte J. Lusk
Notary Public for Oregon
My commission expires 3/31/08

EXHIBIT "A"

A parcel of land situated in the NE¼SE¼ of Section 35, Township 38 South, Range 09 East, Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Parcel 2 of Land Partition 10-92, being a portion of lot 71 Fair Acres Subdivision No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Excepting there from the following described parcel of land:

Commencing at the Southwest corner of said Parcel 2 thence, easterly along the south boundary of said parcel North 89°52'19" East a distance of 5.0 feet to a 5/8" iron pin, the True Point of Beginning; thence, leaving said south boundary North 80°22'17" East a distance of 53.09 feet to a 5/8" iron pin; thence, North 70°16'35" East a distance of 63.31 feet to a 5/8 inch iron pin; thence North 89°52'19" East a distance of 167.99 feet to a 5/8 inch iron pin on the easterly boundary of said Parcel 2; thence, South 00°07'41" East along said easterly boundary a distance of 30.00 feet to the southeast corner of said Parcel 2; thence, leaving said easterly boundary, South 89°52'19" West a distance of 280.00 feet to the southwest corner of said Parcel 2 and the True Point of Beginning, containing 0.15 acres more or less, with the basis of bearings being Klamath County Survey 6428.

52915

ADKINS

Exhibit "B"

CONSULTING
ENGINEERS, INC.

Engineers

▲ Planners

▲ Surveyors

**Easement Property Description for Existing Block Wall
on Parcel 2 of Land Partition 10-92**

A 2½ feet wide parcel of land situated in Parcel 2 of Land Partition 10-92, in the NE¼SE¼ of Section 35, Township 38 South, Range 09 East, Willamette Meridian, Klamath County, Oregon being more particularly described as follows:


Beginning at the Southwest corner of said Parcel 2 thence, easterly along the south boundary of said parcel North 89°52'19" East a distance of 5.0 feet to a point located within and near the west end of a block wall from which a 5/8 inch iron reference pin is South 00°06'40" East a distance of 2.0 feet; thence, leaving said south boundary North 80°22'17" East generally along said block wall a distance of 53.09 feet to a point in said block wall, from which a reference pin is South 09°44'43" East a distance of 2.0 feet; thence, North 70°16'35" East generally along said block wall a distance of 63.31 feet to a 5/8 inch iron pin; thence North 89°52'19" East generally along said block wall a distance of 167.99 feet to a 5/8 inch iron pin, said pin being 0.83 feet more or less beyond the east end of said block wall and on the easterly boundary of said Parcel 2; thence, leaving said block wall North 00°07'41" West along said easterly boundary a distance of 2.50 feet; thence, leaving said easterly boundary, South 89°52'19" West a distance of 168.42 feet; thence, South 70°16'35" West a distance of 63.52 feet; thence, South 80°22'17" West a distance of 55.69 feet to a point on the westerly boundary of said Parcel 2; thence, South 41°55'52" West, along said westerly boundary a distance of 2.69 feet to the point of beginning, containing 0.02 acres, more or less, with the basis of bearings for this description being Klamath County Survey 6428.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Douglas E. Adkins

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

RENEWAL DATE 12/31/03

Initial: 
Date: 8-9-02
Time: _____