

EASEMENT

Vol M03 Page 41917

Between

ROBERT E. NEWTON
 MADELINE L. NEWTON
 JAY A. NEWTON, RACHEL M. NEWTON

And

ROBERT E. NEWTON
 MADELINE L. NEWTON
 JAY A. NEWTON, RACHEL M. NEWTON

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

ROBERT E. NEWTON
 6618 MICHAEL RD
 LA PINE OR 97739

SPACE RESERVED
 FOR
 RECORDER'S USE

State of Oregon, County of Klamath

fixed.

Recorded 06/18/2003 3:18 p. m.Vol M03 Pg 41917-18

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

deputy.

THIS AGREEMENT made and entered into on JUNE, 2003
 between ROBERT E. NEWTON, MADELINE L. NEWTON, JAY A. NEWTON AND RACHEL M. NEWTON, by and
 hereinafter called the first party, and ROBERT E. NEWTON, MADELINE L. NEWTON, JAY A. NEWTON AND RACHEL M.
 NEWTON, 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 N 1/2 NW 1/4 SW 1/4 of Section 16, Township 23 South, Range 10 East of the
 Willamette Meridian, Klamath County, Oregon, more particularly described as follows:**

**Beginning at a point on the North line of the NW 1/4 SW 1/4 of said Section 16 which is East a distance of 312.0
 feet from the West one-quarter corner of said Section 16; thence continuing East, along the North line of said NW
 1/4 SW 1/4 a distance of 312.0 feet to a point; thence South, parallel to the West line of said Section 16, a distance
 of 312.0 feet to a point; thence West, parallel with the North line of said NW 1/4 SW 1/4, a distance of 312.0 feet to
 a point; thence North, parallel with the West line of said Section 16, a distance of 312.0 feet, more or less, to the
 point of beginning.**

SAVING AND EXCEPTING the North 30.0 feet thereof hereby reserved for roadway.

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 NO OTHER VALUE 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 roadway and maintenance thereof being 30 (thirty) feet in width
 commencing at the Northeast corner of the above described parcel running parallel
 with the east property line to the Southeast corner of the above described parcel.

(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.

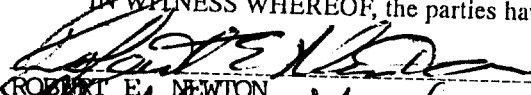

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ 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.)

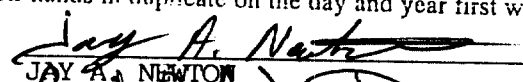

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

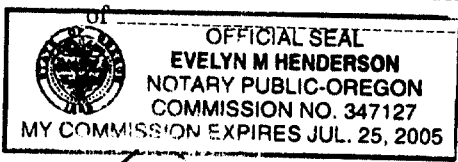
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

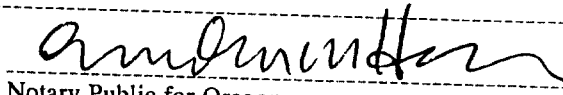

ROBERT E. NEWTON

MADELINE L. NEWTON-First Party




JAY A. NEWTON

RACHEL M. NEWTON-First Party

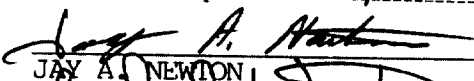

STATE OF OREGON, County of Deschutes ss.
This instrument was acknowledged before me on 6-16-03
by ROBERT E. NEWTON, MADELINE L. NEWTON, JAY A. NEWTON, RACHEL M. NEWTON

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



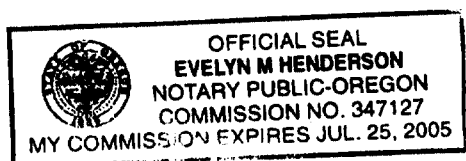

Notary Public for Oregon
My commission expires 7-25-05

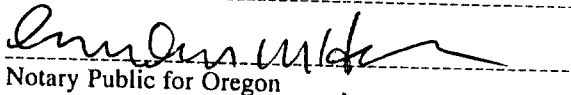

ROBERT E. NEWTON

MADELINE L. NEWTON-Second Party


JAY A. NEWTON

RACHEL M. NEWTON-Second Party

STATE OF OREGON, County of Deschutes ss.
This instrument was acknowledged before me on 6-16-03
by ROBERT E. NEWTON, MADELINE L. NEWTON, JAY A. NEWTON, RACHEL M. NEWTON

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