

03 JUL 8 PM 3:28

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1st Am 178755
EASEMENT

Vol M03 Page 47112



Between

And

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 07/08/2003 3:28 p.m.
Vol M03 Pg 47112-14
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3

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

Eugene W. Cunningham
11246 Sprague River Rd.
Chiloquin, Or. 97624-9699

By _____, Deputy.

THIS AGREEMENT made and entered into this _____ day of April, 192001, by and between Garrett Dean Hilyard and Betty Jean Hilyard, Robert L. King and Dolores A. King, hereinafter called the first party, and Eugene W. Cunningham

parties are 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:
***and Jeffery Le Roy

See Exhibit A attached

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:

A 30 foot easement for ingress and egress and utilities over and across the Southerly 30 feet of Parcel One and the Northerly 30 feet of Parcels Two and Three.

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

(OVER)

312



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 perpetuity, 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 30 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.

Garrett Dean Hilyard

Betty Jean Hilyard

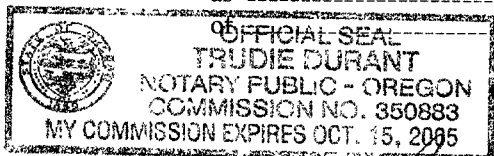
Jeffrey Le Roy

Robert L. King

Dolores A. King

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 19, 2001,
by Garrett Dean Hilyard, Betty Jean Hilyard, Robert L. King, Dolores A. King
and Jeffrey Le Roy This instrument was acknowledged before me on _____, 19____,
by _____
as _____

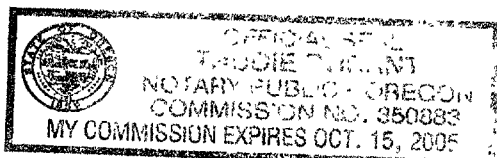


Trudie Durant
Notary Public for Oregon
My commission expires _____

Eugene W. Cunningham
Eugene W. Cunningham
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 11, 2003,
by Eugene W. Cunningham
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Trudie Durant
Notary Public for Oregon
My commission expires _____

Parcel One: Hilyard

47114

A portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Twp. 39 South, Range 10 E.W.M., more particularly described as follows: Commencing at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7, Twp. 39 S. Range 10 E.W.M.; thence East on the Section line 767.8 feet; thence North and parallel with West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, 577.4 feet, more or less, to the intersection with the South line of the right of way of the O.C. & E. Railway Company; thence Northwesterly following the said South line of the right of way of the O.C. & E. Railway Company, to its intersection with the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence South on the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; 908 feet, more or less to the point of beginning.

Parcel Two: King

W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Excepting therefrom the East 198 feet thereof.

Parcel Three: Le Roy

The East 198 feet of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian.