

EB

EASEMENT

Vol M03 Page 59118
STATE OF OREGON,

} ss.

03 AUG 14 AM 11:03

Between

Sunda Family Trust

And

Sunda Family TrustSPACE RESERVED
FOR
RECORDER'S USE

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

690 W. El Repetto Dr
Montesey Park, CA
91754

State of Oregon, County of Klamath

Recorded 08/14/2003 11:03 AMVol M03 Pg 59118-19

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

Deputy.

THIS AGREEMENT made and entered into on Sunda Family Trust, by and
between Sunda Family Trust
hereinafter called the first party, and

hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in _____
County, State of Oregon, to-wit:TWP 31 Range 7, Block Sec 16, Tract
E2S2 NE4 NE4 NW4 E2N2 SE4 NE4 NW4,
ACRESKCTA 3107-16-1500and 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:TWP 31 Range 7, Block Sec 16, Tract
For SW 4 NW 4 NE 4 W of Hwy, Acres 5.90KCTA 3107-16-1300NOW, 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 non-exclusive easement For
Access and egress over the
North Thirty Feet of That
property Described as above

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

(OVER)

2644

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 for 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.)

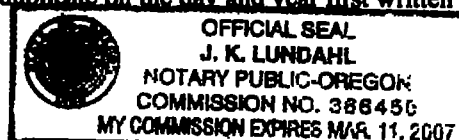
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

Richard Sundra
Delores Sundra
 FIRST PARTY



STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on AUGUST 14, 2003
 by RICHARD SUNDRA & DELORES SUNDRA

This instrument was acknowledged before me on _____

by _____

as _____

of _____

J. K. Lunda
 Notary Public for Oregon
 My commission expires 3-11-07

Richard Sundra
Delores Sundra
 SECOND PARTY

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on AUGUST 14, 2003
 by RICHARD SUNDRA & DELORES SUNDRA

This instrument was acknowledged before me on _____

by _____

as _____

of _____

J. K. Lunda
 Notary Public for Oregon
 My commission expires 3-11-07