

03 NOV 26 PM 3:39

NN

EASEMENT

NJC - 62067 PS

Vol M03 Page 87400



Between

KRIS P. ROCKWELL & GLORIA A. ROCKWELL

16667 Mountain Lilac Trail

Frazier, CA 93225

And

John R. MacKay & Barbara MacKay

28351 Yonna Wood Rd.

Bonanza, OR 97623

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

John R. MacKay & Barbara Mackay

28351 Yonna Wood Rd.

Bonanza, OR 97623

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 11/26/03 3:39 pm

Vol M03 Pg 87400-87403

Linda Smith, County Clerk

Fee \$ 310.00 # of Pgs 4

ixed.

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THIS AGREEMENT made and entered into on November 18, 2003, by and between KRIS P. ROCKWELL AND GLORIA A. ROCKWELL, husband and wife hereinafter called the first party, and JOHN R. MACKAY AND BARBARA MACKAY, husband and wife, 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 SW1/4 of the NW1/4 of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

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 \$1.00 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 and across the roadway easement created in Volume M02 at page 4636, Microfilm Records of Klamath County, Oregon. Said easement is appurtenant to real property of the Second Party described in Exhibit "A" attached hereto and made a part hereof.

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

(OVER)

3:10 am



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 _____ 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.

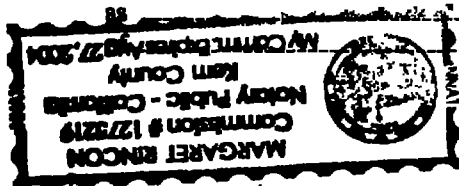
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Kris P. Rockwell
Gloria A. Rockwell
 FIRST PARTY

CALIFORNIA
 STATE OF OREGON, County of Kern ss.

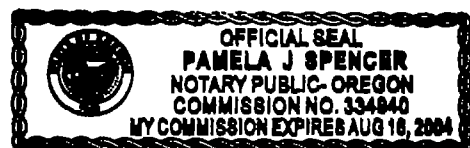
This instrument was acknowledged before me on 11/18/2003
 by Kris P. Rockwell and Gloria A. Rockwell

This instrument was acknowledged before me on _____
 by _____



Margaret Rincon
 Notary Public for OREGON CALIFORNIA
 My commission expires 8-27-04

John R. MacKay
Barbara MacKay
 SECOND PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 11/26/2003
 by John R. MacKay and Barbara MacKay

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

Pamela J. Spencer
 Notary Public for Oregon
 My commission expires 8/18/2004

EXHIBIT "A"
LEGAL DESCRIPTION

The NE1/4 of the NE1/4 of Section 31, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land situated in the NE1/4 NE1/4 of Section 31, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being Parcel 1 of Major Partition No. 54-82, more particularly described as follows:

Beginning at the E1/16 corner common to Sections 30 and 31 of said Township and Range; thence South 89° 59' 16" East along the North line of said Section 31, also being along the Southerly boundary of Block 2, of Yonna Woods – Tract 1009, a duly recorded subdivision, 346.17 feet to the Southeast corner of Lot 11, Block 2 of said Tract 1009; thence South 00° 34' 53" East parallel to the West line of said NE1/4 NE1/4, 629.47 feet; thence North 89° 59' 16" West 346.17 feet to said West line; thence North 00° 34' 53" West 629.17 feet to the point of beginning, containing 5.00 acres, with bearings based on said Tract 1009 (also being the bearings of said Partition No. 54-82)

