

EB

EASEMENT

04 APR 16 PM 2:12

Vol M04 Page 22529

Between

J. Randall Pope
 Trustee of the Pope
 1991 Family Bypass Trust

And

Lynn R. Pope

SPACE RESERVED
 FOR
 RECORDER'S USE

After recording, return to (Name, Address, Zip):
 Lynn R. Pope

State of Oregon, County of Klamath
 Recorded 04/16/2004 2:12 p m
 Vol M04 Pg 22529-30
 Linda Smith, County Clerk
 Fee \$ 26.00 # of Pgs 2

09

At: Nickolas B. Bunting

THIS AGREEMENT made and entered into on April, 2004, by and between J. Randall Pope, Trustee of the Pope 1991 Family Bypass Trust dated 11/1/91, hereinafter called the first party, and Lynn R. Pope,

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:

SW1/4 of the NE1/4 of Section 4, Township 41 South, Range 11 E.W.M.

and 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:

Parcels One and Two of Land Partition 29-03, situated in the S1/2 S1/2 of Section 28 and in Section 33, Township 40 South, Range 11 E.W.M.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 Dollars 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:

The Easterly 30 feet of the SW1/4 NE1/4 of Section 4, Township 41 South, Range 11 E.W.M.

(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:

This easement shall be appurtenant to the real property owned by the second party described above.

~~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.

J. Randall Pope
J. Randall Pope, Trustee

FIRST PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 4-14-04
by J. Randall Pope

This instrument was acknowledged before me on _____
by _____

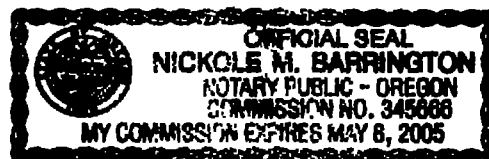
as _____

of _____

Nickole M. Barrington
Notary Public for Oregon
My commission expires 5-8-2005

Lynn R. Pope
Lynn R. Pope

SECOND PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 4-14-04
by Lynn R. Pope

This instrument was acknowledged before me on _____
by _____

as _____

of _____

Nickole M. Barrington
Notary Public for Oregon
My commission expires 5-8-2005