

04 MAY 27 AM 11:05

NN

EASEMENT

MTC-1396-5979

Vol M04 Page 33963

Between

And

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 05/27/2004 11:05 a. m
Vol M04 Pg 33963-65
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

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

Robert and Loretta Henderson
1724 Crest Street
Klamath Falls, Oregon 97603

THIS AGREEMENT made and entered into on April May 26 2004, by and between GEORGE E YATES hereinafter called the first party, and ROBERT LEE HENDERSON AND LORETTA LEE HENDERSON AS TRUSTEES OF THE ROBERT LEE HENDERSON AND LORETTA LEE HENDERSON REVOCABLE LIVING TRUST, hereinafter called the second party, with covenants.

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Lot 35 in Block F of HOMECREST, according to the official plat thereof on file in the office of the County Clerk of 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 irrigation easement over the South 5 feet of the Westerly 115 feet of Lot 35 of HOMECREST, for the benefit of Parcels 1, 2 and 3 of Land Partition 49-93, being a portion of "Miller Park" situated in the NW1/4NE1/4 of Section 3, Township 39 South, Range 9 E.W.M., Klamath County, Oregon. Said easement is for an underground irrigation pipe including the right of ingress and egress for maintenance. Said easement is to the Northwest corner of Parcel 3 of said Land Partition 49-93. Said underground easement for irrigation will be shared by Parcels 1,2,3 of said Partition and said Lot 35 Block F See map attached hereto and made a part hereof.

Homecrest.

(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 100 %. (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.

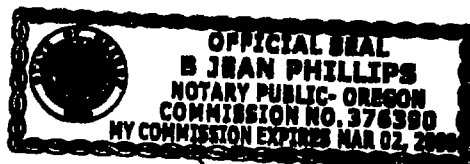
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

George E Yates
George E Yates

FIRST PARTY

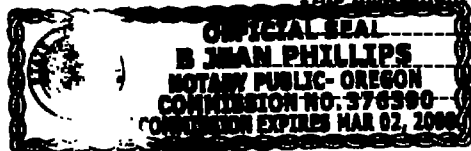


STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 5-26-04

by George E Yates

This instrument was acknowledged before me on _____



Notary Public for Oregon

My commission expires _____

Robert Lee Henderson
Robert Lee Henderson, Trustee
Loretta Lee Henderson
Loretta Lee Henderson, Trustee

STATE OF OREGON, County of Klamath

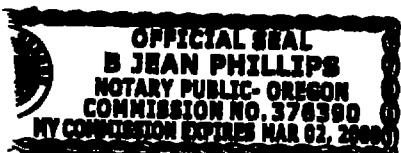
This instrument was acknowledged before me on 5-26-04

by Robert Lee Henderson and Loretta Lee Henderson, trustees of the Robert

This instrument was acknowledged before me on Lee Henderson and Loretta Lee

by Henderson Revocable Living Trust

as _____



Notary Public for Oregon

My commission expires _____

33965

SHASTA

PH

STREET

CREST

U.S.B.P.

WAY

CANAL

HOMECREST
LATERN

(FAIRCREST DRIVE)

ST.

• CREST (FARCREST DRIVE) ST.

CREST WAY) AVE. 1

(LAVERNE DRIVE)

BURNS

BISBEE (HOMECREST AVE.)

BISBEE
(WHITE WAY)
ST.

ALVA AVE.

CREST

53

CREST ST.

SEE MAP 39 09 03

AmeriTitle

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED

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N

SEE MAP 38 09 03AA

39

1,062,500

SEE MAP 38 09 03