

NN

EASEMENT

Vol M04 Page 83992

Between

was

And

ed in

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 12/07/04 3:47p mVol M04 Pg 83992-93

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

ception

ffixed.

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

Joanna Justus2040 LakeshoreKlamath Falls OR976011st 479322

Deputy.

THIS AGREEMENT made and entered into on February 26 2004, by and between JOANNA JUSTUS, hereinafter called the first party, and DOROTHY ROWLAND, TRUSTEE OF THE ROLAND TRUST AND BARBARA L. RODGERS, 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:

Lot 1 of EVERGREEN MEADOWS-TRACT 1302, 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 use of the existing well on the real property of the first party and all appurtenances thereto to be appurtenant to Parcels 2 and 3 of LAND PARTITION 16-93, situated in the W1/2 of the NE1/4 of Section 13, Township 39 South, Range 9 E. W. M., Klamath County, Oregon. The First and Second Parties shall have use of the well and appurtenances thereto, with each party being responsible for the maintenance of the waterlines to their respective parcels. The well and pump itself shall be maintained by all the respective parcels, share and share alike.

Said well shall provide domestic water to all parcels .

(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 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 33 1/3 % and the second party responsible for 66 2/3 %. (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.

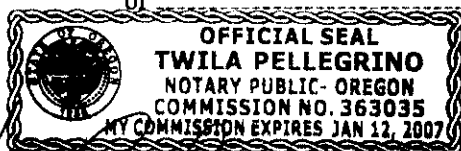
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Joanna Justus
FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on February 26 2004,
by Joanna Justus

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



Twila Pellegrino
Notary Public for Oregon

My commission expires 1-12-2007

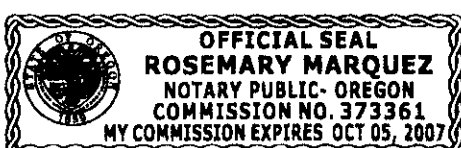
Dorothy Rowland, Trustee
Dorothy Rowland, Trustee of Rowland Trust

Barbara L. Rodgers
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on February December 2 2004,
by Barbara L. Rodgers

This instrument was acknowledged before me on February December 2 2004,
by Dorothy Rowland as Trustee
as Trustee of the Rowland Trust
of _____



Rosemary Marquez
Notary Public for Oregon

My commission expires October 5, 2007