

04 DEC 30 PM 3:23

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



## EASEMENT

Vol M04 Page 89709

Between

Jimmy Lee Scott  
22595 Hwy 70  
Bonanza Oregon 97623

And

Joanne Lynn Scott  
22605 Hwy 70  
Bonanza, OR 97623

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

Jimmy Scott  
22595 Hwy 70  
Bonanza OR 97623

State of Oregon, County of Klamath  
 Recorded 12/30/04 3:23 p m  
 Vol M04 Pg 89709-10  
 Linda Smith, County Clerk  
 Fee \$ 26.00 # of Pgs 2

THIS AGREEMENT made and entered into on December 30, 2004, by and between Jimmy Lee Scott hereinafter called the first party, and Joanne Lynn Scott 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: Beginning at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon, running thence North 209 Feet thence West 418 Feet, thence South 209 Feet thence East 418 Feet to the place of beginning.

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:

a portion of the NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the point of intersection of the West Line of said NW 1/4 NE 1/4 with the North Line of the Dairy-Bonanza Highway Right of Way; thence North along said West Line a distance of 350 Feet, thence East a distance of 281.7 Feet, more or less, to the Northwest corner of the tract of Land deeded to Martin S. Kroeger & ux., recorded in Book 260 at Page 435, Deed Records of Klamath County, Oregon; thence South along the East Line of said Kroeger tract a distance of 350 Feet, more or less, to said North Line of the Dairy-Bonanza Highway Right of Way Line; then West to the Beginning.

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

Beginning at the Driveway entrance of the First party's property off of the Bonanza-Dairy Highway at spot Highway engineer's station # 950+36 point, continuing northward approximately 24 Feet, thence at a 45 degree angle eastward, a distance of approximately 40 Feet to the Second Party's property Line. Then continuing from the First Party's driveway at the 24 ft. mark northward, another 20 Feet, thence eastward at a 45 degree angle, approximately 40 Feet to the Second party's property Line, creating a permanent driveway easement into the Second Party's property.

(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 always, always subject, however, to the following specific conditions, restrictions and considerations:

The First and second parties shall both be responsible for the first 44 feet of Driveway used by Both parties. Should any upgrading or maintenance be required of the entrance off of the Highway, Both parties shall share costs. The second party shall be totally responsible for the approximately 40 feet of eastward going driveway.

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 10 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.) see above.

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.

Jimmy Lee Scott

FIRST PARTY

STATE OF OREGON, County of Klamath

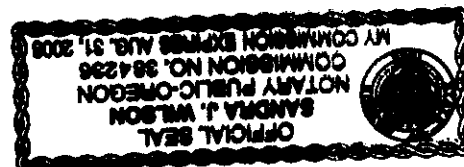
This instrument was acknowledged before me on 12-30-04  
by Jimmy Lee Scott

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Sandra J. Wilson  
Notary Public for Oregon  
My commission expires 8-31-08

Joanne Lynn Scott

SECOND PARTY

STATE OF OREGON, County of Klamath

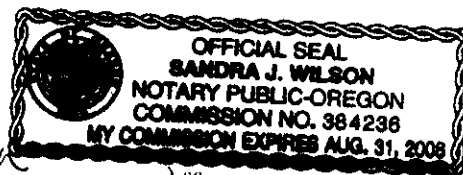
This instrument was acknowledged before me on 12-30-04  
by Joanne Lynn Scott

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Sandra J. Wilson  
Notary Public for Oregon  
My commission expires 8-31-08