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



mtc-67997 us

Vol M05 Page 06527

EASEMENT

Between

Johnson Trust

And

Powell

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

Ameri Title
Margarie

State of Oregon, County of Klamath affixed.
Recorded 01/28/05 3:15 p m
Vol M05 Pg 06527-28
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2 Deputy.

THIS AGREEMENT made and entered into on January 27 2005, by and between VAN E. JOHNSON SUCCESSOR TRUSTEE OF THE ARLIE MAE JOHNSON TRUST DATED 9-6-92, hereinafter called the first party, and ROBERT R. POWELL AND ANNE K. POWELL 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 NE1/4NE1/4 of Section 15, Township 41 South Range 12, E.W.M., Klamath County, Oregon

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:

The SW1/4 SW1/4 of Section 11, Township 41 South Range 12, E.W.M., Klamath County, Oregon.

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 over the existing dirt road over the East 20 feet of the NE 1/4 of the NE 1/4 of Section 15, Township 41 South Range 12, E.W.M. Klamath County, Oregon.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

2000



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.) All parties that presently use the existing road.

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.

Van E Johnson Trustee

Successor Trustee of the Arlie Mae Johnson

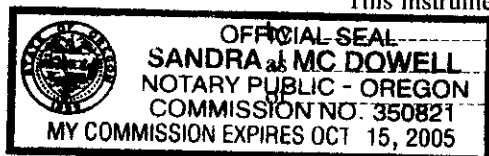
Trust dated 9-6-92

FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on January 27, 2005,
by Van E. Johnson Successor Trustee of the Arlie Mae Johnson dated 9-6-92

This instrument was acknowledged before me on _____



Sandra J McDowell
Notary Public for Oregon
My commission expires Oct. 15, 2005

Robert R Powell Jr

Robert R Powell Jr

Anne K Powell

SECOND PARTY

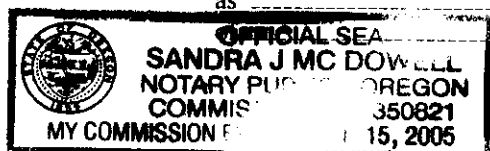
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on January 27, 2005,
by Robert R Powell and Anne K Powell

This instrument was acknowledged before me on _____

by _____

as _____



Sandra J McDowell
Notary Public for Oregon
My commission expires Oct. 15, 2005