

EA

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



## EASEMENT

Vol M05 Page 32064

Between

Michael E. Sanchas and Dena M. Sanchas

And

clinton J. Meyer and Veronica A. Meyer

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

Michael Sanchas  
1316 Patterson St.  
Klamath Falls, OR 97603State of Oregon, County of Klamath  
Recorded 05/04/2005 10:51 AM  
Vol M05 Pg. 32064-68  
Linda Smith, County Clerk  
By Fee \$ 41.00 # of Pgs 5

THIS AGREEMENT made and entered into on April 20, 2005, by and between Michael E. Sanchas and Dena M. Sanchas, husband and wife hereinafter called the first party, and Clinton J. Meyer and Veronica A. Meyer, 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:

See exhibit A attached here to and made a part here of

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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:

See exhibit B attached here to and made a part here of

\* love and affection

NOW, THEREFORE, in view of the premises and in consideration of \$            \* 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 ingress, egress and utilities over, across and under the north 20 feet of that property described on exhibit A herein that lies adjacent to and east of that certain easement as created by instrument recorded 2/15/95 in VM95 Pg. 3209, microfilm records of Klamath county, Oregon.

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

(OVER)

05 MAY 4 PM 10:51

4/00



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:

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.)

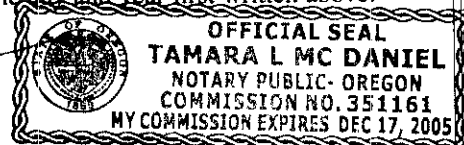
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

*Michael E. Sanchez*  
*Dena M. Sanchez*  
 FIRST PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on May 2, 2005  
 by Michael E. Sanchez and Dena M. Sanchez

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

*Tamara L. McDaniel*  
 Notary Public for Oregon

My commission expires 12/17/05

*Clinton J. Meyer*  
*Veronica Meyer*  
 SECOND PARTY

*Clinton J. Meyer*  
*Veronica A. Meyer*

STATE OF OREGON, County of Klamath ss.

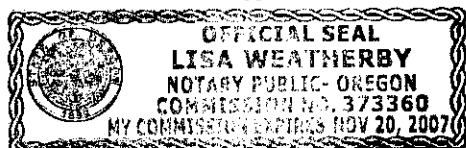
This instrument was acknowledged before me on May 2, 2005  
 by Veronica J. Meyer

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



*Lisa Weatherby*  
 Notary Public for Oregon  
 My commission expires 11/20/07

32066

INDIVIDUAL ACKNOWLEDGMENT

State of Oregon

County of Klamath

On this the 3<sup>rd</sup> day of May, 2005, before me,  
Tamara L. McDaniel, the

undersigned Notary Public, personally appeared

Clinton J. Meyer

       Personally known to me

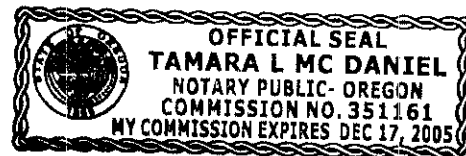
X Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.

Tamara L. McDaniel

Notary's signature

My commission expires: 12/17/05



Title or Type of document Easement

Number of pages 4 Date of document 4/20/05

Signer(s) other than named above Michael E. Sanchez, Dena M. Sanchez &

Veronica A. Meyer  
THIS CERTIFICATE MUST BE ATTACHED TO THE ABOVE DESCRIBED DOCUMENT.

**Exhibit A**

**A parcel of land located in Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:**

**Beginning at a point on the Southerly line of the SW 1/4 NW 1/4, 210 feet East of the Southeast corner of Summers Heights; thence North 30 feet; thence West 10 feet; thence North 90 feet; thence East to the Westerly line of U.S.B.R. A-3-D Lateral; thence South along said Westerly line to the Southerly line of said SW 1/4 NW 1/4; thence Westerly along said Southerly line to the point of beginning.**

**EXCEPTING THEREFFROM that portion thereof conveyed to Frances M. Dennis, Trustee of the Dennis Loving Trust, by Bargain and Sale Deed dated December 17, 1997 in Volume M-97 at Page 40983, Microfilm Records of Klamath County, Oregon, to complete Property Line Adjustment 24-97, said portion being described as follows:**

**Beginning at a 5/8 inch iron rod on the South line of the SW 1/4 NW 1/4 of said Section 14, said point being South 89° 57' 55" East 210 feet from the Southwest corner of the SE 1/4 SW 1/4 NW 1/4 of said Section 14; thence North 00° 19' 12" West 29.17 feet to a 5/8 inch iron rod; thence South 89° 52' 50" East 174.95 feet to a 5/8 inch iron rod on the Westerly line of the U.S.B.R. A-3-D Lateral; thence South 01° 20' 47" East 28.92 feet along said Westerly line to a 5/8 inch rod on the South line of the SW 1/4 NW 1/4 of said Section 14; thence North 89° 57' 55" West 175.46 feet to the point of beginning. (Bearings based on record of Survey No. 6030.)**

## Exhibit B

**A parcel of land located in Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:**

**That portion of the SW1/4 NW1/4 lying South of the Southerly line of U.S.B.R. A-3 Lateral Canal and East of the Westerly line of U.S.B.R. A-3-D Lateral Canal.**

**EXCEPTING THEREFROM a parcel of land in the SW1/4 NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; more particularly described as thus:**

**Beginning at a 3/4" iron pipe located South 0 degrees 05' West 165 feet from the Northeast corner of SW1/4 NW1/4 of said Section 14. This pipe is also located on Northerly right of way of U.S.R.S. Lateral A-3 and along the East line of SW1/4 NW1/4 of said Section 14; thence South 0 degrees 05' West a distance of 610.80 feet along East line of SW1/4 NW1/4 of said Section 14 to a 5/8" iron pin. Thence West 348.02 feet to a 5/8" iron pipe which is along East line of a lot on the Westerly right of way of existing U.S.R.S. Lateral A-3-D; thence North 26 degrees 07' East along Easterly lot line and Westerly right of way line of said Lateral a distance of 44.3 feet to an existing 1/2" iron pipe which is the NE corner of lot (original Zumwalt lot). Thence North 28 degrees 16' West along existing Westerly right of way of said lateral A-3-D 286.60 feet to a 5/8" iron pin which is on the existing Northerly right of way of U.S.R.S. A-3 Lateral, thence North 66 degrees 39' East 134.60 feet (long chord on curve) to a point which is and of curve on Northerly Right of Way of existing said Lateral A-3.**

**Thence, North 55 degrees 14' East 273.10 feet along existing Northerly Right of Way of said lateral A-3 to an existing 3/4" iron pipe which is also the Southwest corner of Lot 51, ELMWOOD PARK, thence continuing on North 55 degrees 14' East 154.0 feet to an existing 3/4" iron pipe which is Southeast corner of said Lot 51, ELMWOOD PARK; thence continuing along existing Northerly Right of Way of said Lateral A-3 North 55 degrees 14' East 36.5 feet to the point of beginning.**

**Note: The bearings of this description are based on Survey #6-136-T ELMWOOD PARK SUBDIVISION and on the present existing lateral of U.S.R.S. A-3 and A-3-D.**