

EA

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



05 MAY 81 01 11:01

## EASEMENT

Vol M05 Page 39856

### Between

Allan Murray

And

Wayne A. Connors & Pamela J. Connors  
David J. Danforth & Regina C. Danforth  
Allan Murray

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

**State of Oregon, County of Klamath**

Recorded 05/31/05 11:31 a.m.

Vol M05 Pg 39856-57

Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

THIS AGREEMENT made and entered into on \_\_\_\_\_ 2004, by and between Allan Murray, hereinafter called the first party, and Wayne A. Connors, Pamela J. Connors, David J. Danforth, Regina C. Danforth and Allan Murray, 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 2 of LAKESHORE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE  
IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY

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:

Lots 1 (Danforth), 2 (Murray), 3B and 4B (Connors), LAKESHORE GARDENS, according to the official plat thereof on file in the office of the Clerk of Klamath County.

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:

Ten (10) foot wide utility easement as follows:

A Strip of Land 10 feet in width situated in the NE 1/4 SE 1/4 of Section 25, Township 38 south, Range 8 east of the Willamette Meridan, Klamath County, Oregon more particularly described as follows:

The Southerly 10 feet of that tract of Land described in Dood Volume M01, page 30917, 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)

24-



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.)

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.

FIRST PARTY

STATE OF OREGON, County of Jackson

This instrument was acknowledged before me on

October 20, 2004

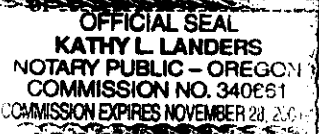
by

Allan Murray

This instrument was acknowledged before me on

by

as



Notary Public for Oregon

My commission expires

NOVEMBER 28, 2004

SECOND PARTY

STATE OF OREGON, County of \_\_\_\_\_) ss.

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on

by

as

of

Notary Public for Oregon

My commission expires