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05 JUN 21 PM2:42

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



EASEMENT

Vol M05 Page 46490

Between

Judy Say
PO Box 133

Chiloquon Or 97624

And

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

Judy Say
PO Box 133

Chiloquon Or 97624

ixed.

State of Oregon, County of Klamath

Recorded 06/21/05 2:42 p m

Vol M05 Pg 46490-99

Linda Smith, County Clerk

Fee \$ 4.00 # of Pgs 5

puty.

THIS AGREEMENT made and entered into on _____, by and
between David Woodson (Par 1), Jon M. Sheppard and Rita A Sheppard (par 2) Leroy A Jacobus
hereinafter called the first party, and William E. Adams

_____, 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:

*and Joyce M. Jacobus (par 3)

See Attached Exhibit "A"
First Parties legal descriptions

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:

E1/2 NW1/4 SW1/4 NE1/4 of Section 28, Township 34 south, Range 7 east of the
Willamette Meridian, Klamath County, Oregon

R-3407-28A-01300

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:

A 30 foot easement for ingress, egress and utilities to be used jointly among both the First Parties and The Second Parties, their heirs and assigns

Being more particularly described in attached Exhibit "B"

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

(OVER)

417 Judy Say

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:

This easement is to be used jointly between the owners of the First Parties property as well as the Second Parties property to provide and record access for each party, their heirs, successors and assigns entering into this agreement.

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.

Jon M. Sheppard
Jon M. Sheppard
Rita A. Sheppard
Rita A. Sheppard FIRST PARTY

STATE OF OREGON, County of Klamath ss.

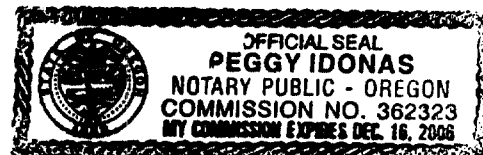
This instrument was acknowledged before me on June 20, 2005
by Jon M. Sheppard and Rita A. Sheppard

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

Peggy Idonas
Notary Public for Oregon
My commission expires 12/16/06

William E. Adams
William E. Adams

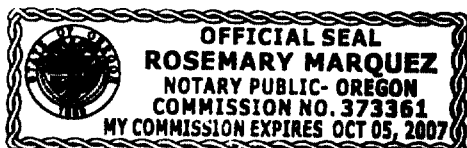
SECOND PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on _____
by William E. Adams

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



Rosemary Marquez
Notary Public for Oregon
My commission expires October 5, 2007

FIRST PARTY SIGNATURE PAGE

Leroy A. Jacobus
Leroy A. Jacobus

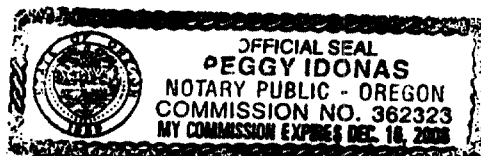
Joyce M. Jacobus
Joyce M. Jacobus

STATE OF OREGON, COUNTY OF KLAMATH

This instrument was acknowledged before me on June 21, 2005

By Leroy A. Jacobus and Joyce M. Jacobus.

Peggy Idonas
Notary Public

State of OREGONMy Commission expires: 12/16/06

David Woodson
David Woodson Wooderson

STATE OF OREGON, COUNTY OF ~~KLAMATH~~ ^{Deschutes}This instrument was acknowledged before me on June 20, 2005

By David Woodson Wooderson

Rochelle A. Johnson
Notary Public

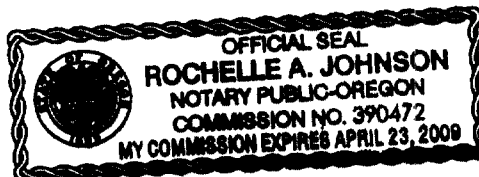
State of OregonMy Commission expires: 4/23/2009

EXHIBIT "A"
First Parties legal description

Parcel 1: (Woodson)

The W1/2 NE1/4 SW1/4 NE1/4 of Section 28, Township 34 south, Range 7 east of the Willamette Meridian, Klamath County, Oregon.

R-3407-028A±01400

Parcel 2: (Sheppard)

That portion of the E1/2 NE1/4 SW1/4 NE1/4 and the NW1/4 SE1/4 NE1/4 lying Westerly of a dirt road in Section 28, Township 34 South, Range 7 East of the Willamette Meridian Klamath County, Oregon being more particularly described as follows:

Beginning at an ironpin at the Northwest corner of the E1/2 NE1/4 SW1/4 NE1/4 of said Section 28; thence South 00° 39' 29" East a distance of 674.53 feet to an iron pin; thence South 89° 41' 56" East a distance of 597.5 feet to a point; thence North 3° 40' East a distance of 306.25 feet to a point; thence North 10° 27' West 370.78 feet to a point on the North boundary of NW1/4 SE1/4 NE1/4 of said Section 28; thence North 89° 14' 34" West a distance of 557.62 feet to a point of beginning.

R-3407-028A-01500

Parcel 3: (Jacobus)

The S1/2 of the S1/2 of the NE1/4 of Section 28, Township 34 South, Range 7 east, of the Willamette Meridian, EXCEPTING therefrom that portion of said S1/2 of the S1/2 of the NE 1/4 lying Easterly of the U. S. Highway No. 97, Klamath County, Oregon.

R-3407-028A-01800

46494

EXHIBIT "B"
Legal Description

A 30 foot wide strip of land for ingress, egress and utilities situated in the NE 1/4 of Section 28, T34S R7E, W.M., Klamath County, Oregon and being 15 feet in width on each side of the following described centerline:

Beginning at a point on the Westerly Line of U.S. Highway 97 from which the Southeast Corner of said NE 1/4 bears S72° 12' 34"E, 782.32 feet; thence N60° 06' 00"W, 141.76 feet; thence on a 200 foot radius curve to the right (delta=30° 58'; long chord bears N44° 37' W, 106.78 feet) 108.09 feet; thence N29° 08' W, 141.98 feet; thence on a 200 foot radius curve to the right (delta=27° 50'; long chord bears N15° 13' W, 96.20 feet) 97.16 feet; thence N01° 18' W, 79.28 feet to a point that is 15.00 feet NORTH of the South Line of the NW 1/4 SE 1/4 NE 1/4 of said Section 28; thence N89° 41' 56"W, 940.87 feet to a point on the West Line of the W 1/2 NE 1/4 SW 1/4 NE 1/4 of said Section 28 from which the Southwest Corner thereof bears S00° 39' 38"E, 15.00 feet.

