

EA

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



05 JUN 23 AM 0:01

Vol M05 Page 47157**EASEMENT**

Between

Phillip C. Cantonwine and  
Mary A. Cantonwine

And

William E. Stacey and  
Phylis A. Stacey

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

William E. and Phylis A. Stacey  
HC 30 Box 75  
Chemult, OR. 97731State of Oregon, County of Klamath  
Recorded 06/23/05 8:01 a. m  
Vol M05 Pg 47157-58  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2 puty.

xed.

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puty.

THIS AGREEMENT made and entered into on June 16, 2005, by and  
between Phillip C. Cantonwine and Mary A. Cantonwine  
hereinafter called the first party, and William E. Stacey and Phylis A. Stacey  
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:

All that portion of the S1/2 NE1/4 SW1/4 NW 1/4 of Section 16,  
Township 28 South, Range 8 East of the Willamette Meridian, in  
the County of Klamath, State of Oregon, located East of the  
transcontinental telephone line right of way and East of the  
Old Oregon Trunk Railway right of way.

R-2808-01600-02100

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 S1/2 NW1/4 SE1/4 NW1/4 of Section 16, Township 28 South,  
Range 8 East of the Willamette Meridian, in the County of  
Klamath, State of Oregon.

R-2808-01600-02200

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:

Automobile driveway.

(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 permanent -----, 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:

A line parallel with and 10 feet North of the South line of First Parties  
Real property.  
and the second party's right of way shall be parallel with the center line and not more than 10 feet ----- 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.)

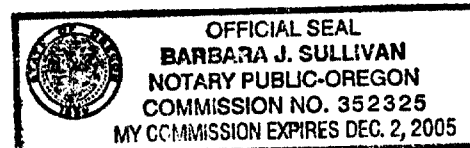
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

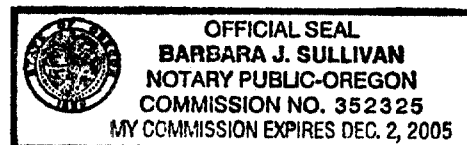
Phillip C. Centonwine  
Mary A. Centonwine  
FIRST PARTY



STATE OF OREGON, County of Klamath -----) ss.  
This instrument was acknowledged before me on 6-17-2005  
by Phillip C. Centonwine  
This instrument was acknowledged before me on 6-17-2005  
by Mary A. Centonwine  
as -----  
of -----

Barbara J. Sullivan  
Notary Public for Oregon  
My commission expires 12-2-2005

William E. Stacey  
Phyllis Ann Stacey  
SECOND PARTY



STATE OF OREGON, County of Klamath -----) ss.  
This instrument was acknowledged before me on 6-17-2005  
by William E. Stacey  
This instrument was acknowledged before me on 6-17-2005  
by Phyllis Ann Stacey  
as -----  
of -----

Barbara J. Sullivan  
Notary Public for Oregon  
My commission expires 12-2-2005