

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



EASEMENT

State Of Oregon, County Of Klamath

M05-63433

09/02/2005 10:37:30 AM

Of Pages 2 Fee: \$26.00

Between

Daniel R. Turner

424 Crest St.

Klamath Falls, Oregon 97603

And

Douglas J. and Nancy D. Pratt

425 Crest St.

Klamath Falls, Oregon 97603

SPACE RESERVED
FOR
RECORDER'S USE

option

fixed.

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

Douglas J. and Nancy D. Pratt

425 Crest St.

Klamath Falls, Oregon 97603

By _____, Deputy.

THIS AGREEMENT made and entered into on September 2005, by and between Daniel R. Turner hereinafter called the first party, and Douglas J. and Nancy D. Pratt 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:

Parcel 3 of Land Partition 20-96, being Lots 5 and 6 of Beverly Heights, situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, 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:

A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34, Township 38 South Range 9 East of the Willamette Meridian Klamath County, Oregon, more particularly described as follows

Beginning at the iron pin at the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34, said point being the Southeast corner of Beverly Heights Subdivision; thence Northerly along the West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 and the East line of Beverly Heights, a distance of 208.71 feet; thence Easterly parallel with the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 a distance of 208.71 feet; thence Southerly parallel with the West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 a distance of 208.71 feet to the Southerly line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34; thence Westerly along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34 a distance of 208.71 feet to the point of beginning

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:

Ten foot wide public utility and waterline easement the centerline of which commences on the Northeast corner of Parcel 1 of Land Partition 20 96 being Lots 5 and 6 of Beverly Heights situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34 Township 38 South Range 9 East of the Willamette Meridian, Klamath County Oregon thence Easterly and parallel with the southerly boundary of Parcel 3 and the extension thereof, to its terminus on the Westerly boundary of that property owned by second party described above.

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

(OVER)

net
old

26



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.)

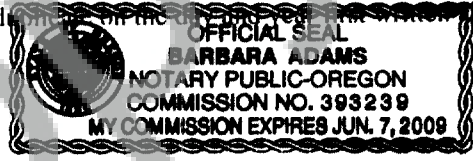
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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 of _____, 2005.


Daniel R. Turner

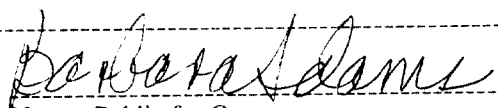


FIRST PARTY

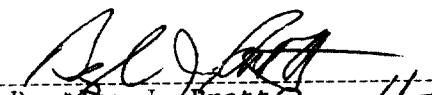
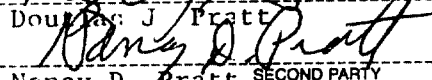
STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on September _____, 2005,
by Daniel R. Turner

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



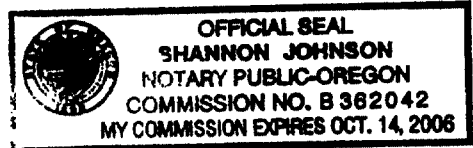
Notary Public for Oregon
My commission expires 6-7-09

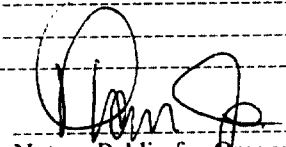

Douglas J. Pratt

Nancy D. Pratt

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on September _____, 2005,
by Douglas J. Pratt and Nancy D. Pratt

This instrument was acknowledged before me on Sept 2 2005,
by _____,
as _____,
of _____.





Notary Public for Oregon
My commission expires OCT 14 2006