

EA

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



MTZ-1396-0935

## EASEMENT

Between

And

M05-63659

Klamath County, Oregon

09/07/2005 10:36:23 AM

Pages 6 Fee: \$46.00

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

Barbara N. Stone,  
9907 Hwy 140 E  
Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on August 23, 2005, by and between BARBARA M. STONE TRUSTEE OF THE STONE FAMILY TRUST, hereinafter called the first party, and EVERETT R. STONE AND PEGGY J. STONE 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 ATTACHED EXHIBIT "A" MADE A PART HEREOF

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 ATTACHED EXHIBIT "B" MADE A PART HEREOF

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: **The well located on the real property of the First Party is to be a shared well with the second party. The meter for the well pump is metered on the real property of the First Party and shall be shared equally between the parties. The maintenance and upkeep of the well, which includes maintenance on the pump and lines, shall be shared equally.**

**The water from said well will be used only for domestic purposes only. Should the real property of the Second party be divided or partitioned, the Second Party will drill their own wells for their respective parcels and this agreement will become null and void. At any time at the Second Party's option, this agreement can be extinguished with the proper notification to the First Party and documentation recorded in the Klamath County, Records.**

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

(OVER)

46.00



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 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 50% % and the second party responsible for 50% %. (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.

**Barbara M Stone Trustee of the Stone Family Trust**

*Barbara M. Stone, Trustee*  
FIRST PARTY



STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on August 23 2005,  
by Barbara M. Stone as Trustee of the Stone Family Trust

This instrument was acknowledged before me on the 23rd,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Kristi L. Redd*  
Notary Public for Oregon  
My commission expires 11/16/2007

*Everett R Stone*

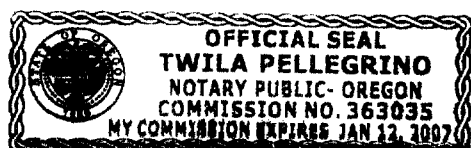
**Everett R Stone**

*Peggy J Stone*  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on August 29 2005,  
by Everett R Stone and Peggy J Stone

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



*Twila Pellegrino*  
Notary Public for Oregon  
My commission expires 1-12-2007

State of Oregon

County of Klamath

On this 1st day of Sept, 20 05, personally appeared before me the above named  
Everett R. Stone, and acknowledged the foregoing instrument to be  
his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Kate Lukkari  
Notary Public for Oregon

My Commission expires: May 30, 2009

Unofficial Copy

## Exhibit "A"

A piece or parcel of land containing one acre, more or less, situated in the Northwest quarter of the Southeast quarter of Section 8, Township 39 South, Range 10 East, Willamette Meridian in Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pipe driven in the ground in the Northerly boundary of the right of way of the Klamath Falls-Lakeview Highway as the same is now located and constructed, 1055.9 feet Northwesterly from an iron pipe which marks the Southwest corner of the Mount Calvary Cemetery as shown by the plat thereof on file and of record in the office of the County Clerk of Klamath County, Oregon, and from which point of beginning the Southeasterly corner of the said Section 8 bears S. 54° 30' East, 2744.1 feet distant, and running from said point of beginning North 8° 50' East 225.9 feet; thence North 65° 48' West parallel with the said Northerly boundary of the right of way of the said Klamath Falls-Lakeview Highway, 200.0 feet; thence South 8° 50' West 225.9 feet, more or less, to a point in the said Northerly boundary of the right of way of the said Klamath Falls-Lakeview Highway; thence South 65° 48' East along said highway right of way boundary 200.0 feet, more or less, to the said point of beginning.

Subject to restrictions and reservations set forth in deed of conveyance from A.M. Collier and Georgia L. Collier, his wife, to above named grantors, dated July 25, 1945 and recorded August 10, 1945 in Book 179 at page 9, Deed Records of Klamath County, Oregon.

3910-008DB-02100-000

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

A parcel of land situated in the NW1/4 SE1/4 of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron pipe driven in the ground in the Northerly boundary of the right of way of the Klamath Falls-Lakeview Highway as the same is now located and constructed, 1055.9 feet Northwesterly from an iron pipe which marks the Southwesterly corner of the Mount Calvary Cemetery as shown by the plat thereof on file and of record in the office of the County Clerk of Klamath County, Oregon, and from which point of beginning the Southeasterly corner of the said Section 8 bears South 54° 30' East 2744.1 feet distant; thence continuing Northwesterly along the Northerly boundary of the said Klamath Falls-Lakeview Highway 200 feet more or less to the TRUE POINT OF BEGINNING of this description, said true point of beginning also being the Southwest corner of that parcel of land conveyed by Deed recorded August 10, 1945, in Book 179 at page 9; thence North 8° 50' East, 225.9 feet, more or less, to a point, said point also being the Northwest corner of said property conveyed by Deed recorded August 10, 1945, in Book 179 at page 9; thence North 70° 48' West, 290 feet, more or less, to the West line of said NW1/4 SE1/4; thence South along the West line of said NW1/4 SE1/4 162.5 feet to the Northerly right of way line of said Klamath Falls-Lakeview Highway; thence South 65° 48' East along the Northerly right of way line of said Klamath Falls-Lakeview Highway 310 feet to the true point of beginning.

Tax Account No: 3910-008DB-02200-000

Key No: 592148

SEE MAP 39 10 08C

2200  
1.34 AC.

2100  
1.04 AC.

\*  
well

HIGHWAY

COLLIER  
162  
TRACT

140

1/16

SEE MAP 39 10 080

