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

**EASEMENT**

Between

And

Bernard Gresham and Shirley  
Gresham, Trustees of the Gresham  
Family Trust dated Sept. 11, 1997

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

Gresham Family Trust  
17920 Cheyne Road  
Klamath Falls, Or 97603

**M05-63825**

Klamath County, Oregon

09/08/2005 03:38:42 PM

Pages 2 Fee: \$26.00

as

in

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THIS AGREEMENT made and entered into on July 2005, by and  
between JERRY A. ENMAN  
hereinafter called the first party, and Bernard Gresham and Shirley Gresham, Trustees of the Gresham  
Family Trust dated 9/11/97 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:

S½SW¼ of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, and  
N½NW¼ of Section 29, Township 40 South, Range 10 East of the Willamette Meridian

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:

S½NE¼ and the SE¼ of Section 30, Township 40 South, Range 10 E.W.M.  
N½NE¼ of Section 31, Township 40 South, Range 10 E.W.M.

NOW, THEREFORE, in view of the premises and in consideration of \$ 2.00 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:

That property described in Exhibit A

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

(OVER)

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 10 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.

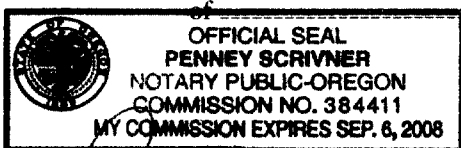
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Jerry A. Enman  
Bernard Gresham  
 FIRST PARTY

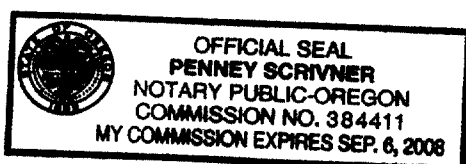
STATE OF OREGON, County of Klamath ss.  
 This instrument was acknowledged before me on Aug. 25, 2005  
 by Bernard Gresham  
 This instrument was acknowledged before me on Sept. 8, 2005  
 by Jerry A. Enman  
 as \_\_\_\_\_  
 of \_\_\_\_\_



Penney Scrivner  
 Notary Public for Oregon  
 My commission expires 9-6-08

Shirley Gresham  
 SECOND PARTY

STATE OF OREGON, County of Klamath ss.  
 This instrument was acknowledged before me on Aug. 25, 2005  
 by Shirley Gresham  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_



Penney Scrivner  
 Notary Public for Oregon  
 My commission expires 9-6-08