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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****M05-66794**

Klamath County, Oregon

10/18/2005 11:04:25 AM

Pages 4 Fee: \$36.00

Between
 Mark A. and Laura A. Moore
 East Cascade Properties, Inc.

SPAC

REC

And

Doug J. and Nancy Dee Pratt

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

Doug J. Pratt and Nancy Dee Pratt
 425 Crest St.
 Klamath Falls, Or 97603

THIS AGREEMENT made and entered into on September 2005, by and between Mark A. and Laura A. Moore and Whitney Sieben and Debra Sieben, hereinafter called the first party, and Douglas J. and Nancy Dee 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:

Parcels 1 and 2 of Land Partition 20-96, situate in Lots 5 and 6, in Block 3 of Beverly Heights.

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 1/4 NE 1/4 of 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 1/4 NE 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 1/4 NE 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 1/4 NE 1/4 of said Section 34 a distance of 208.71 feet; thence Southerly parallel with the West line of the NE 1/4 NE 1/4 of said Section 34 a distance of 208.71 feet to the Southerly line of the NE 1/4 NE 1/4 of said Section 34; thence Westerly along the South line of the NE 1/4 NE 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 \$ NONE 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 10 foot wide public utility and water line easement over and across that easement as shown on the Northeasterly boundary of Parcel 1 and the Southwesterly boundary of Parcel 2 and described in Declaration of Land Partition 20-96, being lots 5 and 6 Block 3 of Beverly Heights.

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

(OVER)



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 5 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.

Mark A. Moore
Mark A. Moore
Laura A. Moore
Laura A. Moore FIRST PARTY

Whitney Sieben and Debra Sieben
Whitney Sieben and Debra Sieben

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on October 03, 2005
by Debra Sieben
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Douglas J. Pratt
Douglas J. Pratt
Nancy Dee Pratt
Nancy Dee Pratt SECOND PARTY



Sarah Wiseman
Notary Public for Oregon
My commission expires _____

STATE OF OREGON, County of Klamath ss. October 17, 2005
This instrument was acknowledged before me on September 2005
by Douglas J. Pratt and Nancy Dee Pratt
This instrument was acknowledged before me on _____
by _____
as _____
of _____



Sarah Wiseman
Notary Public for Oregon
My commission expires 10/16/06

STATE OF OREGON,

County of

Klamath

SS.

On

October 12, 2005

DATE

, before me personally appeared

Mark A. Moore

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Notary Public for Oregon

My commission expires

10/16/06

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FORM No. 23 - ACKNOWLEDGMENT, INDIVIDUAL. EA

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STATE OF OREGON,

County of

Klamath

SS.

On

Oct 13, 2005

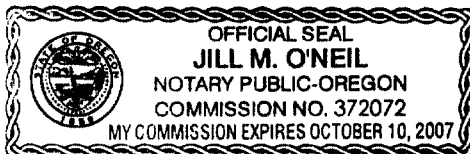
DATE

, before me personally appeared

Laura A. Moore

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Notary Public for Oregon

My commission expires

10/10/07

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STATE OF OREGON,

County of

Klamath

SS.

On

October 17, 2005

DATE

, before me personally appeared

Whitney Sieber

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Notary Public for Oregon

My commission expires

10/16/06

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STATE OF OREGON,

County of

Klamath

} ss.

On October 18, 2005

DATE

, before me personally appeared Douglas

Pratt

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Sarah Wiseman
Notary Public for Oregon

My commission expires

10/16/06

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