

M05-68254

Klamath County, Oregon

11/03/2005 03:41:26 PM

Pages 3 Fee: \$31.00

RECORDING REQUESTED BY: Rhonda C. Geiss,
Trustee of the Cramer Family Trust, dated June 3, 1992

AND WHEN RECORDED MAIL TO
Rhonda C. Geiss, Trustee of the
Cramer Family Trust, dated June 3, 1992
10510 Gibbs Drive
Oakdale, CA 95361

| This Space For Recorder Only
=====

EASEMENT FOR INGRESS & EGRESS

This Agreement, made and entered into this 25 day of Oct., 2005,
by and between Lorin Shanley, hereinafter called the First Party, and
Rhonda C. Geiss, Trustee of the Cramer Family Trust, dated June 3, 1992, hereinafter called the
Second Party:

Whereas: The First Party is the record owner of the following described property in
Klamath County, State of Oregon, to-wit:

Lot 12, Block 28, 4th Addition to Nimrod River Park.

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
Klamath County, State of Oregon, to-wit:

Lot 13, Block 28, 4th Addition to Nimrod River Park, Klamath County, State of Oregon.

NOW, THEREFORE, in consideration of the sum of \$1.00, paid by the second party to
the first party, receipt of which is hereby acknowledged by the first party, the parties agree as
follows:

1. The first party hereby grants, assigns and sets over to the second party a permanent 30
foot wide easement for ingress and egress, described as follows:

The easterly 30.00 feet of the northerly 150.00 feet of said Lot 12, Block 28, 4th Addition
to Nimrod River Park, Klamath County, State of Oregon.

Maintenance of Easement.

A. Both parties hereto agree to share equally the cost and expenses of
maintaining the above described easement in good repair. The repairs and maintenance
to be undertaken and performed shall include, but shall not be limited to, all repairs and
maintenance occasioned by the ordinary wear and tear of the easement strip. Such
repairs and maintenance shall include, but shall not be limited to, filling of chuck holes,
resurfacing and grading.

31F

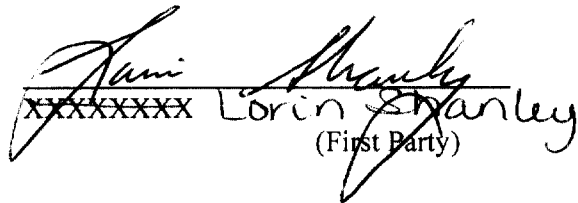
B. Each of the parties hereto agree to indemnify and to hold the other party harmless from and against any and all liability for personal injury or property damage, when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken under or pursuant to this agreement.

C. The individual party hereto who shall become responsible for damage to the easement because of that party's, his agents, successors, assigns, independent contractors, or invitee's negligence or abnormal use, shall repair the damage to the easement strip at that party's sole expense.

D. If any party hereto fails to maintain or repair the easement contrary to this agreement, a civil action for money damages or specific performance or contribution may be brought against that party by the other party hereto in a court of competent jurisdiction.

The easement described herein shall be perpetual and be appurtenant to the parcels described.

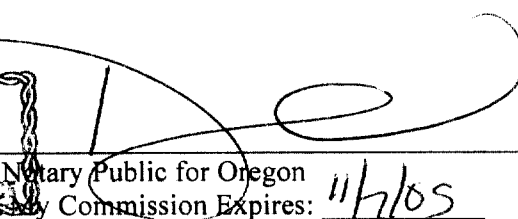
IN WITNESS WHEREOF, the parties above named, has here-unto set their hands in duplicate on the day and year first written above.


XXXXXXXX Lorin Shanley
(First Party)

STATE OF OREGON)
) ss.
County of Klamath)

Personally appearing the above named Lorin Shanley and
acknowledged the foregoing instrument to be his/ her voluntary act and deed on this 25
day of Oct., 2005.





Notary Public for Oregon
My Commission Expires: 11/7/09

Rhonda C. Geiss
Rhonda C. Geiss
(Second Party)

California
STATE OF ~~OREGON~~)
County of ~~Klamath~~) ss.
Stanislaus)

Personally appearing the above named Rhonda C. Geiss who acknowledged that she was Trustee of the Cramer Family Trust, dated June 3, 1992 and acknowledged the foregoing instrument to be her voluntary act and deed in that capacity on this 28 day of October, 2005.

Cheryl L. Davey, Notary Public
Notary Public for ~~Oregon~~ California
My Commission Expires: June 29, 2009

