

EA

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

## EASEMENT

Between

35 13.31

And

35 12.36

M05-70291

Klamath County, Oregon

12/02/2005 08:58:30 AM

Pages 2 Fee: \$26.00

S

F

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

Rudy Velick and  
 Jim & Teresa Macdonald  
 143 Vivian Drive  
 Pleasant Hill, CA 94523

\_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into on 12-2-05, by and  
 between Rudy Velick and Jim & Teresa Macdonald  
 hereinafter called the first party, and Jim & Teresa Macdonald  
 hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath Falls  
 County, State of Oregon, to-wit:

~~35E, 13S, 31~~

35E, 13S, 31

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:

35E, 12S, 36

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

Beginning at the ~~SW~~ corner of the west half of the NW quarter of township 35E, R 13S, section 31. A 30 ft. strip of land running easterly, 1295.84 along the southerly property line.

(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 forever, 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:

South Center Line of Section 31

and the second party's right of way shall be parallel with the center line and not more than 30 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.

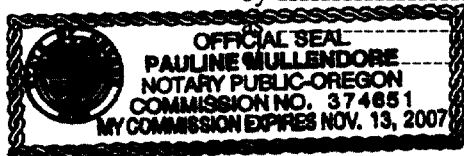
Rudy Velik

FIRST PARTY

STATE OF OREGON, County of Klamath Falls, ss.

This instrument was acknowledged before me on 12-2-05,  
by Rudy Velik

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



Pauline Mullenadore  
Notary Public for Oregon  
My commission expires 11-13-07

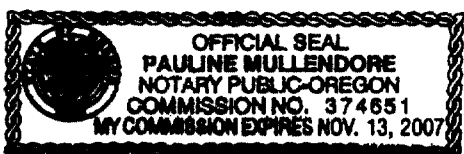
James Macdonald  
Teresa Macdonald

SECOND PARTY

STATE OF OREGON, County of Klamath Falls, ss.

This instrument was acknowledged before me on 12-2-05,  
by James Macdonald + Teresa Macdonald

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



Pauline Mullenadore  
Notary Public for Oregon  
My commission expires 11-13-07

