

EA

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

S

F

M05-72151

Klamath County, Oregon

12/30/2005 03:16:32 PM

Pages 3 Fee: \$51.00

1st 552497

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

This deed is being re-recorded to attache Exhibit A which was inadvertantly left off
 of that document recorded September 8, 2005 in M-05 on page 63825

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



STATE OF OREGON)

County of KLAMATH)

I CERTIFY that this is a true and correct
 copy of a document in the possession
 of the Klamath County Clerk.

Dated: Dec 30 2005
 LINDA SMITH, Klamath County Clerk

By: Paul Harris, Deputy

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

(OVER)

26 318



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.

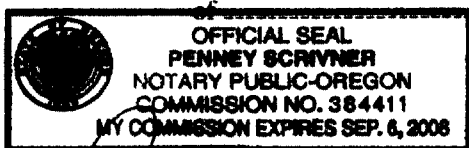
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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

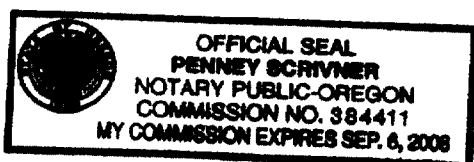
STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on Aug. 25, 2005
by Bernard Gresham
This instrument was acknowledged before me on Sept. 8, 2005
by Jerry A. Enman
as _____
of _____



Penny 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 _____



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

EXHIBIT A

**LEGAL DESCRIPTION FOR
IRRIGATION PIPE LINE
1/10/05**

A 20 foot strip of land situated in the SW1/4 SW1/4 of section 20, and the W1/2 NW1/4 of Section 29, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; said strip lying 10 feet on each side of the irrigation pipe line as constructed, said pipe line described as follows:

Commencing at the west one-quarter corner of said Section 20, said point being marked by a 5/8" rebar with a yellow plastic cap marked "DEP PUB WKS LS 659"; Thence South 38°07'33" East, 2159.73 feet to the **TRUE POINT OF BEGINNING**; Thence South 74°51'03" West, 344.36 feet; Thence South 57°58'04" West, 233.28 feet to a point of curvature; Thence along the arc of a 366.79 foot radius curve to the left, through a central angle of 34°21'57" (the long chord of which bears South 40°47'05" West, 216.72 feet) an arc distance of 220.00 feet; Thence South 25°19'39" West, 259.97 feet; Thence South 20°24'00" West, 1223.15 feet to a point of curvature; Thence along the arc of a 1109.29 foot radius curve to the left, through a central angle of 22°18'02" (the long chord of which bears South 09°45' 00" West, 429.04 feet) an arc distance of 431.76 feet; Thence South 00°01'14" East, 95.43 feet; Thence South 71°24'19" West, 98.43 feet to the **POINT OF TERMINUS**, said point bears South 01°38'28" West, 1350.72 feet from the south west corner of said Section 29, said point being marked by a 5/8" rebar with a yellow plastic cap marked "DEP PUB WKS LS 659".

EXCEPTING THEREFROM the right-of-way of a County road known as "Cheyne Road" and the right-of-way of a U.S.B.R. canal known as "C Canal".

Basis of Bearings is Record of Survey number 4945.

Containing 1.3 acres, more or less.