

EA

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

**EASEMENT**

Between

Kenneth M Hart & Deborah S. Hart
 4041 Scott Valley Road
 Klamath Falls, OR 97601

And

same as above

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

same as above

M06-00237

Klamath County, Oregon

01/05/2006 09:59:38 AM

Pages 4 Fee: \$36.00

THIS AGREEMENT made and entered into on January, 2006, by and between Kenneth M. Hart and Deborah S. Hart, husband and wife hereinafter called the first party, and Kenneth M. Hart and Deborah S. Hart, husband and wife, 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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in view of the premises and in consideration of ~~NONE~~: create esmt 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:

An easement for ingress, egress, and utilities

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

(OVER)

36% Rtn - Camera Tree Line



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 perpetual, 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:

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

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

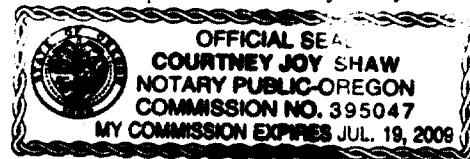
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

Kenneth M. Hart
Deborah S. Hart
 FIRST PARTY
 Deborah S. Hart



STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on Jan. 4, 2006
 by Ken + Deborah Hart
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Kenneth M. Hart
Deborah S. Hart
 SECOND PARTY
 Deborah S. Hart

Courtney Joy Shaw
 Notary Public for Oregon
 My commission expires July 19, 2009



STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on Jan. 4, 2006
 by Ken + Deborah Hart
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Courtney Joy Shaw
 Notary Public for Oregon
 My commission expires July 19, 2009

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lot 12, Tract 1396 – THIRD ADDITION TO NORTH RIDGE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land being a portion of Lot 12 of "Tract 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", situated in the SW1/4 of Section 14, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the most Southerly corner common to Lot 11 and said Lot 12; thence North 03° 27' 03" West, along the line common to said Lots 11 and 12, 660.00 feet; thence leaving said line North 86° 32' 57" East 660.00 feet; thence South 03° 27' 03" East 660.00 feet; thence South 86° 32' 57" West 660.00 feet to the point of beginning, with bearings based on the plat of "Tract 1396 – THIRD ADDITION TO NORTH RIDGE ESTATES" on file at the office of the Klamath County Clerk.

Tax Account No.: 3809-01400-00800-000

Key No.: 888738

PARCEL 2:

A tract of land being a portion of Lot 12 of "Tract 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", situated in the SW1/4 of Section 14, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the most Southerly corner common to Lot 11 and said Lot 12; thence North 03° 27' 03" West, along the line common to said Lots 11 and 12, 660.00 feet; thence leaving said line North 86° 32' 57" East 660.00 feet; thence South 03° 27' 03" East 660.00 feet; thence South 86° 32' 57" West 660.00 feet to the point of beginning, with bearings based on the plat of "Tract 1396 – THIRD ADDITION TO NORTH RIDGE ESTATES" on file at the office of the Klamath County Clerk.

TOGETHER WITH a 30 foot wide access easement on Lot 12 of "Tract 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", situated in the SW1/4 of Section 14 and the SE1/4 of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the lot corner common to Lot 11 and said Lot 12 with the right of way line of Scott Valley Drive; thence along the said right of way line, on the arc of a curve to the left (radius point bears South 59° 13' 28" West 50.00 feet and central angle equals 57° 17' 45") 50.00 feet to the corner common to Lot 13 and said Lot 12; thence North 47° 33' 54" East, along the lot line common to said Lots 12 and 13, 1.79 feet; thence leaving said lot line, North 83° 25' 51" East 408.47 feet; thence South 03° 27' 03" East 231.72 feet; thence South 86° 32' 57" West 30.00 feet to a point on the line common to said Lots 11 and 12; thence, along the said Lot line, North 03° 27' 03" West 200.04 feet and South 83° 25' 51" West, 340.03 feet to the point of beginning, with bearings based on the plat of "Tract 1396 – THIRD ADDITION TO NORTH RIDGE ESTATES" on file at the office of the Klamath County Clerk.

Tax Account No.: 3809-01400-00801-000

Key No.: 890749

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

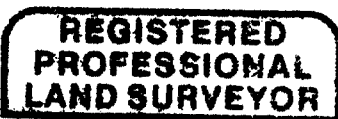
EXHIBIT B

DECEMBER 28, 2005

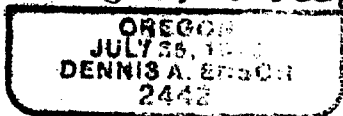
LEGAL DESCRIPTION OF 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT.

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF LOT 12 OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", SITUATED IN THE SW1/4 NW1/4 AND THE NW1/4 SW1/4 OF SECTION 14 AND THE NE1/4 SW1/4 OF SECTION 15, T38S,9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE LOT CORNER COMMON TO LOTS 12 AND 13 OF SAID "TRACT 1396" WHERE THE LOT LINE INTERSECTS THE NORTHERLY RIGHT OF WAY LINE OF SCOTT VALLEY DRIVE; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S01°55'43"W 50.00 FEET AND CENTRAL ANGLE EQUALS 08°04'00") 7.04 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N62°56'09"E 162.55 FEET; THENCE S88°11'44"E 146.23 FEET; THENCE N59°35'50"E 121.84 FEET; THENCE S64°17'06"E 135.66 FEET; THENCE S40°55'23"E 260.78 FEET; THENCE S49°04'37"W 30.00 FEET; THENCE N40°55'23"W 254.57 FEET; THENCE N64°17'06"W 113.46 FEET; THENCE S59°35'50"W 114.51 FEET; THENCE N88°11'44"W 147.17 FEET; THENCE S62°56'09"W 135.95 FEET TO A POINT ON THE RIGHT OF WAY LINE OF SCOTT VALLEY DRIVE; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS S51°30'55"W 50.00 FEET AND CENTRAL ANGLE EQUALS 41°31'12") 36.23 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.



Dennis A. Ensor



EXPIRES 12-31-05