

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



MTC-71957SH

EASEMENT

M05-71310

Klamath County, Oregon

12/19/2005 10:19:35 AM

Pages 4 Fee: \$36.00

M06-00514

Klamath County, Oregon

01/10/2006 02:59:56 PM

Pages 5 Fee: \$41.00

Between

And

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

Rodney Gruell
c/o AmeriTitle

December 9,

THIS AGREEMENT made and entered into on November 2005, by and between J. & TAYLOR AND HELEN J. TAYLOR hereinafter called the first party, and RODNEY L. GRUELL AND DIANA R. GRUELL, 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 attached Exhibit "A"

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:

The second party owns real property described in Exhibit "B" attached hereto and made a part hereof.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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: **an easement over the South 20 feet of the real property described in Exhibit "A" attached hereto and made a part hereof for ingress, egress and utilities.**

****This document is being rerecorded to correct the legal description. previously recorded in book M05 and page 71310**

41.02R
3/10



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.

J L Taylor
Helen J Taylor FIRST PARTY

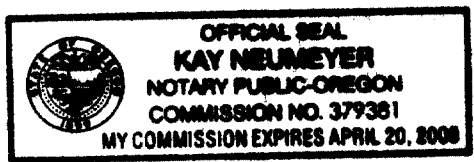
STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on November December 9 2005
 by J L Taylor and Helen J Taylor
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Kay Neumeier
 Notary Public for Oregon
 My commission expires April 20, 2008

Rodney L Gruell
Diana R Gruell SECOND PARTY

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on November December 9 2005
 by Rodney L Gruell and Diana R Gruell
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Kay Neumeier
 Notary Public for Oregon
 My commission expires April 20, 2008

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the NE1/4 SW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows:
Beginning at the Northwest corner of the S1/2 N1/2 N1/2 NE1/4 SW1/4 of Section 15 and being the true point of beginning; thence east parallel with the North line of the NE1/4 SW1/4 198 feet; thence South parallel with the West line of the NE1/4 SW1/4 165 feet; ~~thence~~ to the South line of the S1/2 N1/2 N1/2 NE1/4 SW1/4; thence West parallel with the North line of NE1/4 SW1/4 198 feet to the West line of NE1/4 SW1/4; thence North along said West line 165 feet to the true point of beginning.

Tax Account No: 4112-015CA-00200-000

Key No: 110187

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

That portion of the S1/2 N1/2 N1/2 NE1/4 SW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of S1/2 N1/2 N1/2 NE1/4 SW1/4; thence East 198 feet to the true point of beginning; thence continuing East to that part described in Volume M69 at page 10156, dated October 31, 1969, recorded December 8, 1969; thence South 165 feet; thence West to that portion described in Volume 361 at page 144, recorded April 29, 1965; thence North 165 feet to the true point of beginning.

Tax Account No: 4112-015CA-00300-000

Key No: 110178

PARCEL 2:

The East 980 feet of the S1/2 N1/2 N1/2 NE1/4 SW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4112-015CA-00400-000

Key No: 110196

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

That portion of the S1/2 N1/2 N1/2 NE1/4 SW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of S1/2 N1/2 N1/2 NE1/4 SW1/4; thence East 198 feet to the true point of beginning; thence continuing East to that part described in Volume M69 at page 10156, dated October 31, 1969, recorded December 8, 1969; thence South 165 feet; thence West to that portion described in Volume 361 at page 144, recorded April 29, 1965; thence North 165 feet to the true point of beginning.

Tax Account No: 4112-015CA-00300-000

Key No: 110178

PARCEL 2:

The East 890 feet of the S1/2 N1/2 N1/2 NE1/4 SW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4112-015CA-00400-000

Key No: 110196