

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPI

EASEMENT**M06-05044**

Klamath County, Oregon

03/21/2006 02:43:40 PM

Pages 2 Fee: \$26.00

Between

Carol A. Rogers

Jerald S. Rogers

And

Jerald S. Rogers

SF

RE

NAME

TITLE

By _____, Deputy.

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

Carol A. Rogers

2311 S. 6th Street

Klamath Falls, Or 97601

THIS AGREEMENT made and entered into on March 21, 2006, by and between Carol A. Rogers & Jerald S. Rogers, hereinafter called the first party, and Jerald S. Rogers, 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:

Parcel 2, Land Partition 25-00, which is situated in the NW ¼ SW ¼ Section 10, Township 39 South, Range 9 East, of the Willamette Meridian. Also known as Tax Lot R-3909-010CB-01300-000.

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 east ½ of Tract 11, of "Supplemental Plat of Altamont Ranch Tracts", Situated in in the NW ¼ SW ¼ Section 10, Township 39 South, Range 9 East, of the Willamette Meridian. Also known as the east ½ of Tax Lot R-3909-010CB-01000-000.

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:

A non-exclusive access, public utility, sewer and drainage easement over And across the westerly 30 feet of Parcel 2, of Land Partition 25-00, said Easement to be co-extrusive in size and shape with the existing easement on the westerly 30 feet of Parcel 2 as established in said Land Partition 25-00, and shown on the map, and same as recorded in Volume 5, Page 25-00 of the Land Partition maps.

(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. perpetual

The period of this easement shall be _____, always subject, however, to the following specific conditions, restrictions and considerations:

None

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:

None

NA

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.

[Signature]
[Signature]
 FIRST PARTY

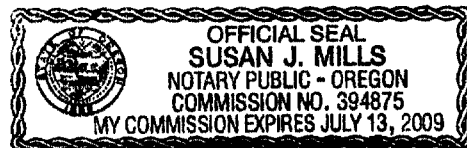
STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on 3/21/06,
 by CAROL A. ROGERS

This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____

[Signature]
 SECOND PARTY

Susan J. Mills
 Notary Public for Oregon
 My commission expires 7-13-2009



STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on 3/21/06,
 by JERALD S. ROGERS

This instrument was acknowledged before me on 7-13-2,
 by _____,
 as _____,
 of _____



Susan J. Mills
 Notary Public for Oregon
 My commission expires 7-13-2009