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EASEMENT

M06-07869

Klamath County, Oregon

04/21/2006 03:18:32 PM

Pages 2 Fee: \$26.00

Between

Lillie M. Kendall

And

Marvin K. Clark and Karen C. Opper

SPACE RESERVED FOR RECORDER'S USE

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

FIRST AMERICAN TITLE
404 MAIN
K FALLS OR 97601

THIS AGREEMENT made and entered into on _____, by and between Lillie M. Kendall, hereinafter called the first party, and Marvin K. Clark and Karen C. Opper, 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:

SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 39 South, Range 8 E.W.M.

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:

Parcels 1, 2, and 3 of Major Partition #65-91 located in Sections 9, 10, 15, 16 of Township 39 South, Range 8 E.W.M.

NOW, THEREFORE, in view of the premises and in consideration of \$ None 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:

Easement for ingress, egress and utilities over and across existing or future roads as they exist now or may come to exist

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

Handwritten initials or mark in the bottom left corner.

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 _____ 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.

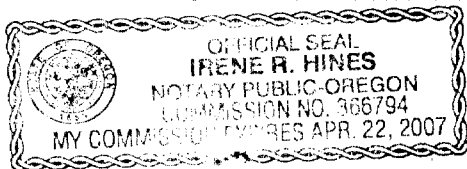
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Illie M. Kendall
Illie M. Kendall

FIRST PARTY

STATE OF OREGON, County of yamhill) ss.
This instrument was acknowledged before me on December 13, 2005,
by Illie M. Kendall
This instrument was acknowledged before me on _____,
by Illie M.
as _____
of _____



Irene R. Hines
Notary Public for Oregon
My commission expires 4/22/07

SECOND PARTY

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____,
by _____
This instrument was acknowledged before me on _____,
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____